

EXHIBIT B

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

ERIC BLOMQUIST, individually and
on behalf of all others similarly
situated,

Plaintiff,

v.

PERKINS COIE, LLP, a Washington
limited liability partnership;
PERKINS COIE CALIFORNIA,
P.C., a California corporation;
PERKINS COIE U.S.; and LOWELL
NESS, individually,

Defendants.

Case No: 2:20-cv-00464-SAB

CLASS ACTION

STIPULATION OF SETTLEMENT

Chief Judge Stanley A. Bastian

Complaint Filed: December 16, 2020
Trial Date: Not Yet Set

JURY TRIAL DEMANDED

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LIST OF EXHIBITS

- Exhibit A Long Form Notice
- Exhibit B Email Notice
- Exhibit C Postcard Notice
- Exhibit D Final Judgment and Approval Order
- Exhibit E Preliminary Approval Order
- Exhibit F Claim Form

1 **I. RECITALS**

2 A. This Stipulation of Settlement (“Settlement Agreement”) is entered
3 into by Plaintiff on behalf of himself and the Class Members, and by Defendants
4 Perkins Coie LLP, Perkins Coie U.S., P.C., Perkins Coie California, P.C., and
5 Lowell Ness (“Perkins Coie” or “Defendants”). Capitalized terms used herein are
6 defined in Section II of this Settlement Agreement or indicated in parentheses;

7 B. Subject to Court approval, the Parties stipulate and agree that, in
8 consideration for the promises and covenants set forth in the Settlement
9 Agreement and upon entry by the Court of a Final Judgment and Approval Order,
10 the occurrence of the Effective Date, and upon satisfaction of all conditions to this
11 Settlement Agreement, the Action shall be settled and compromised upon the
12 terms and conditions contained herein;

13 C. WHEREAS, on December 16, 2020, Jun Dam filed a class action
14 complaint against Perkins Coie in the United States District Court for the Eastern
15 District of Washington Case No. 2:20-cv-00464-SAB, on behalf of himself and all
16 other persons whose money was allegedly improperly released from the Escrow
17 Account maintained by Perkins Coie in connection with the sale of Ethereum
18 tokens (“Tokens”). Each Token entitled the purchaser to place one watt of
19 computing power in cryptomining facilities maintained by Giga Watt, Inc. in
20 Eastern Washington (the “Giga Watt Project”). The initial sale of Tokens (“Initial
21 Token Offering”) was conducted in May through July of 2017. Giga Watt, Inc.
22 filed a bankruptcy Case No. 18-03197 FPC 11 in the Eastern District of
23 Washington in November of 2018 (“Bankruptcy Case”);

24 D. WHEREAS, on November 19, 2020, Mark Waldron, as Trustee in
25 the Bankruptcy Case (“Trustee”), filed an adversary proceeding (the “Adversary
26 Proceeding”), No. 20-80031, against Perkins Coie LLC, one of its partners, Lowell

1 Ness, and other parties; alleging that the debtor, Giga Watt, Inc., had been
2 damaged by the improper release of money held in an escrow by Perkins Coie. On
3 September 26, 2022, the Trustee filed a First Amended Complaint which added
4 and dropped both claims and parties;

5 E. WHEREAS, on September 26, 2021, the Bankruptcy Court ruled that
6 three of the five claims asserted in the Action were the property of the estate in the
7 Bankruptcy Case and subject to the automatic bankruptcy stay, thereby prohibiting
8 the Class from prosecuting them in this Action, and on February 23, 2022 ruled
9 that litigation of the remaining two claims were enjoined until the Bankruptcy
10 Court issued a report and recommendation to the District Court or until the
11 Adversary Proceeding was resolved;

12 F. WHEREAS, Plaintiff appealed both orders of the Bankruptcy Court
13 to the District Court, and moved to consolidate the appeals, which motion was
14 granted;

15 G. WHEREAS, briefing on the consolidated appeal was completed on
16 July 29, 2022;

17 H. WHEREAS, on August 1, 2022, the appeal was stayed by the District
18 Court to permit the parties to participate in mediation with the Honorable
19 Benjamin P. Hursh;

20 I. WHEREAS, Plaintiff and his counsel, Perkins Coie and its counsel,
21 and the Trustee and his counsel attended an all day, in-person mediation with
22 Bankruptcy Judge Hursh on January 20, 2023, prior to which the mediating parties
23 exchanged significant amounts of information, exchanged mediation briefs
24 outlining their positions and each spoke privately with Judge Hursh as well as with
25 each other on numerous occasions; and following the in-person mediation
26 continued to work with Judge Hursh for several months and also further

1 communicated among themselves in an effort to resolve the Action, eventually
2 resulting in settlement between Perkins and the Trustee of the Adversary
3 Proceeding, and between Perkins and the Class in this Action;

4 J. WHEREAS, in August 2023, Plaintiff Eric Blomquist filed a First
5 Amended Complaint in the Action;

6 K. WHEREAS, Class Counsel have determined that a settlement of the
7 Action on the terms reflected in this Settlement Agreement is fair, reasonable,
8 adequate, and in the best interests of the Class; and

9 L. WHEREAS, Perkins Coie, to avoid costs, disruption, and distraction
10 of further litigation, and without admitting the truth of any allegations made in the
11 Action, or any liability with respect thereto, has concluded that it is desirable that
12 the claims against it be settled and dismissed on the terms in this Settlement
13 Agreement.

14 NOW, THEREFORE, this Settlement Agreement is entered into by and
15 among the Parties, by and through their respective counsel and representatives,
16 and the Parties agree that: (1) upon the Effective Date, the Action and all Released
17 Claims shall be fully, finally, and forever settled and compromised as between
18 Plaintiff and the Class on the one hand, and Perkins Coie on the other hand; and
19 (2) upon final approval of the Settlement Agreement, the Final Judgment and
20 Approval Order, shall be entered dismissing the Action with prejudice and
21 releasing all Released Claims against the Released Parties

22 II. DEFINITIONS

23 A. As used in this Settlement Agreement and the attached exhibits the
24 following terms shall have the meanings set forth below:

25 1. "Action" means *Dam v. Perkins Coie LLP, et al.*, Case No.
26 2:20-cv-00464-SAB (E.D. Wash.).

2. “Attorneys’ Fees and Expenses” means such funds as may be awarded by the Court to compensate Plaintiff’s Counsel for work performed in this matter and to reimburse Plaintiff’s Counsel for their out-of-pocket costs and expenses incurred in litigation of the Action, as set forth in Section VIII.

3. “Bankruptcy Court” means the United States Bankruptcy Court of the Eastern District of Washington, the Honorable Frederick P. Corbit presiding, in the bankruptcy matter captioned *In re: Giga Watt, Inc.*, Case No. 18-03197-FPC (E.D. Wash.) and all related adversary actions in the Bankruptcy Court.

4. “Cash Payment” means the settlement payment, either by check or electronic transfer, made to Class Members as set forth in Section IV.1.

5. “Claim” means the form and information submitted by a Claimant to the Settlement Administrator.

6. “Claimant” means a person or entity who submits a Claim Form to receive a Cash Payment.

7. “Claim Form” means the document and certain information to be submitted by a Claimant substantially in the form of Exhibit F, and as discussed in Section IV.4.

8. “Claim Deadline” means the date by which Claim Forms must be postmarked or submitted online to the Settlement Administrator to be considered timely. Subject to approval by the Court, the Claim Deadline will be 45 days after the Settlement Administrator completes dissemination of the Class Notice (excepting any re-mailings of the Class Notice).

9. “Class” or “Class Member” means all persons or entities who owned one or more Tokens on November 19, 2018. Excluded from the Class are: (i) jurists and mediators who are or have presided over the Action, Plaintiff’s

1 Counsel and Defendants' Counsel, their employees, legal representatives, heirs,
2 successors, assigns, or any members of their immediate family; (ii) Defendants
3 and any of their subsidiaries, parents, affiliates, and officers, directors, employees,
4 legal representatives, heirs, successors, or assigns, or any members of their
5 immediate family; (iii) GigaWatt Pte., Ltd., Cryptonomos Pte. Ltd., and Giga Watt
6 Inc. and any of these entities' subsidiaries, parents, affiliates, and officers,
7 directors, employees, partners, agents, legal representatives, heirs, successors, or
8 assigns, or any members of their immediate families; and (iv) any persons or
9 entities who timely and properly exclude themselves from the Class.

10 10. "Class Counsel" means Timothy G. Blood and Thomas J.
11 O'Reardon II of Blood Hurst & O'Reardon, LLP.

12 11. "Class Notice" means, collectively, the Long-form Class
13 Notice, Email Notice and Postcard Notice (substantially in the forms of Exhibits
14 A-C), and publication notice as discussed in Section V.C.1-3.

15 12. "Class Notice Program" means the dissemination of Class
16 Notice as described in Section V.B.

17 13. "Class Representative" or "Plaintiff" means Eric Blomquist.

18 14. "Common Fund" means a non-reversionary cash fund in the
19 amount of four and one-half million dollars (\$4,500,000) which is to be distributed
20 in the following order: to compensate Plaintiff's Counsel their fees and expenses
21 as awarded by the Court; to pay the Settlement Administrator for notice and
22 settlement administration costs; to pay the Class Representative service award as
23 awarded by the Court; to provide the Cash Payments to Class Members; and if
24 applicable, to the Cy Pres Recipient.

1 15. “Court” or “District Court” means the United States District
2 Court for the Eastern District of Washington, the Honorable Stanley A. Bastian
3 presiding.

4 16. “Cy Pres Recipient” means the non-profit public policy
5 organization Blockchain Association that, subject to approval by the Court, will
6 receive any funds remaining after all Class Member distributions have been made.

7 17. “Defendants” or “Perkins Coie” means Perkins Coie LLP,
8 Perkins Coie U.S., P.C., Perkins Coie California, P.C., and Lowell Ness.

9 18. “Defendants’ Counsel” or “Perkins Coie’s Counsel” means
10 Byrnes Keller Cromwell LLP and Munding, P.S.

11 19. “Direct Notice” means distribution of Class Notice by e-mail
12 (if an e-mail address is available) or if not, by first class mail through the United
13 States Postal Service to Class Members as identified in the records of the
14 Bankruptcy Court, Perkins Coie, or by other reasonable means.

15 20. “Effective Date” means the later in time of: (a) the date on
16 which the time to appeal has expired if no appeal has been taken from entry of the
17 Final Judgment and Approval Order; (b) in the event that an appeal or other effort
18 to obtain review of the Final Judgment and Approval Order has been initiated, the
19 date after which all such appeals or other requests for review have been finally
20 concluded on terms that fully affirm approval of this Settlement Agreement and
21 are no longer subject to further appeal; (c) the date on which the time to appeal has
22 expired if no appeal has been taken from entry of an order of the Bankruptcy Court
23 approving the settlement of the Adversary Proceeding; (d) in the event that an
24 appeal or other effort to obtain review of the Order described in subparagraph (c)
25 hereof has been initiated, the date after which all such appeals or other requests for
26 review have been finally concluded on terms that fully affirm approval of the

1 settlement of the Adversary Proceeding and are no longer subject to further appeal;
2 (e) the date on which all other conditions to the settlement listed in Section VII.G
3 have been met; or (f) if Class Counsel and Perkins Coie agree in writing, any other
4 agreed date that is earlier than the Effective Date as calculated according to the
5 subparagraphs above; provided that the Effective Date may not be modified unless
6 all conditions to settlement of the Adversary Proceeding have been met.

7 21. "Escrow Account" means that IOLTA account maintained by
8 Perkins Coie in which Token purchase funds from the Initial Token Offering were
9 deposited to be held until certain conditions were met.

10 22. "Final Approval Hearing" means the hearing to be conducted
11 by the Court on such date as the Court may order to determine the fairness,
12 adequacy, and reasonableness of the Settlement Agreement.

13 23. "Final Judgment and Approval Order" means, collectively, the
14 Final Judgment and Final Order Approving Settlement to be entered by the Court
15 approving this Settlement Agreement as fair, adequate, and reasonable, confirming
16 the certification of the Class, and issuing such other findings and determinations
17 as the Court and/or the Parties deem necessary and appropriate to implement the
18 Settlement Agreement. The Final Judgment and Approval Order shall be
19 substantially in the form of Exhibit D.

20 24. "Giga Watt Estate" means the estate of Giga Watt, Inc. in the
21 Bankruptcy Case.

22 25. "Long-form Class Notice" means the legal notice of the terms
23 of the proposed Settlement, as approved by the Court, to be distributed according
24 to the Class Notice Program. The Long-form Class Notice shall be substantially in
25 the form of Exhibit A.

26

1 26. “Net Fund” means the amount remaining in the Common Fund
2 after payment of Attorneys’ Fees and Expenses, a Class Representative Service
3 Award, and Notice and Claim Administration Expenses.

4 27. “Notice and Claim Administration Expenses” means costs and
5 expenses incurred by the Settlement Administrator, including all notice expenses,
6 the costs of administering the Class Notice Program, and the costs of processing
7 and distributing all the Cash Payment to Class Members.

8 28. “Notice Date” means the date by which the Settlement
9 Administrator shall complete dissemination of the Class Notice (excepting the re-
10 mailing or forwarding of the Class Notice), which shall be within thirty days from
11 the Preliminary Approval Order, unless the Parties agree to a different date, subject
12 to Court approval.

13 29. “Objection Date” means the date by which Class Members
14 must file and serve objections to the Settlement Agreement and shall be no later
15 than twenty-one days before the date first set for the Final Approval Hearing.

16 30. “Opt-Out Date” means the date by which a Request for
17 Exclusion must be received by the Settlement Administrator and shall be no later
18 than twenty-one days before the date first set for the Final Approval Hearing. A
19 Request for Exclusion electronically submitted via the Settlement Website will be
20 deemed received on the date of electronic submission.

21 31. “Parties” means the Plaintiff and Defendants in this Action.

22 32. “Plaintiff” means the proposed Class Representative Eric
23 Blomquist.

24 33. “Plaintiff’s Counsel” means Blood Hurst & O’Reardon, LLP
25 and Western Washington Law Group PLLC.
26

1 34. “Preliminary Approval Order” means the order to be entered
2 by the Court conditionally certifying the Class, preliminarily approving the
3 Settlement Agreement, setting the date of the Final Approval Hearing, appointing
4 Class Counsel for the Settlement Class, approving the Class Notice Program and
5 forms of Class Notice, and setting the Opt-Out Date, Objection Date, and Notice
6 Date, the proposed form of which is attached as Exhibit E.

7 35. “Released Claims” means any and all actions, claims,
8 demands, rights, suits, and causes of action of whatever kind or nature against the
9 Released Parties, including damages, costs, expenses, penalties, equitable relief,
10 injunctions, and attorneys’ fees, known or unknown, suspected or unsuspected, in
11 law or in equity, that arise from or relate to the facts giving rise to this Action.

12 36. “Released Party” or “Released Parties” means Defendants and
13 their parents, subsidiaries, divisions, departments, and affiliates, and any and all
14 of Defendants’ past and present officers, directors, employees, stockholders,
15 agents, successors, attorneys, insurers, representatives, and assigns; the Giga Watt
16 Estate, Mark D. Waldron as Chapter 7 Trustee of the Giga Watt Estate, and agents
17 and attorneys of the Giga Watt Estate.

18 37. “Releasing Party” means Plaintiff and each and every Class
19 Member.

20 38. “Request for Exclusion” means the communication that must
21 be submitted to and received by the Settlement Administrator on or before the Opt-
22 Out Date by a Class Member who wishes to be excluded from the Settlement Class.

23 39. “Settlement Administrator” means Epiq Class Action &
24 Claims Solutions, Inc., the entity retained by the Parties and approved by the Court
25 to design, consult on, and implement the Class Notice Program, to administer and
26

1 send the settlement benefits to Class Members, and perform overall administrative
2 functions.

3 40. "Settlement Website" means the Internet website to be created
4 and maintained for this settlement by the Settlement Administrator to provide
5 information to the public and the Class about this Settlement Agreement.

6 B. Capitalized terms used in this Settlement Agreement, but not defined
7 in Section II, shall have the meanings ascribed to them elsewhere in this Settlement
8 Agreement.

9 **III. CLASS CERTIFICATION AND AMENDED COMPLAINT**

10 **A. Certification of the Class for Settlement Purposes**

11 As part of the motion for preliminary approval of the Settlement Agreement,
12 Plaintiff will seek preliminary certification of the Class. Defendants consent,
13 solely for purposes of settlement, to the certification of the Class, to the
14 appointment of Class Counsel, and to the approval of Plaintiff as suitable
15 representative of the Class; provided, however, that if the Court fails to approve
16 this Settlement Agreement or the Settlement Agreement otherwise fails to be
17 consummated, then Defendants shall retain all rights they had, including but not
18 limited to, the right to object to the maintenance of the Action as a class action.

19 **B. Filing of Amended Complaint**

20 Plaintiff shall file a First Amended Class Action Complaint, which is
21 reasonably acceptable to Defendants, pursuant to Federal Rule of Civil Procedure
22 15(a)(2). The Amended Complaint will contain a class definition to conform to
23 this Settlement Agreement, include Eric Blomquist as the named Plaintiff and
24 proposed Class Representative, and include any other changes necessary to
25 conform to the terms of this Settlement Agreement.

26

1 **IV. SETTLEMENT RELIEF**

2 1. Class Members who submit a timely, valid Claim Form will be
3 entitled to a Cash Payment. The Cash Payment to each Class Member will be a
4 *pro rata* share of the Net Fund, calculated using a fraction, where the number of
5 Tokens owned by the respective Class Members on November 19, 2018, is divided
6 by the total number of Tokens owned by all Class Members who submit Claim
7 Forms which are allowed by the Settlement Administrator.

8 2. The Cash Payment amount each Class Member is entitled to will be
9 calculated by the Settlement Administrator in accordance with the Plan of
10 Allocation described in the Long-form Class Notice attached hereto as Exhibit A,
11 or such other plan of allocation approved by the Court.

12 3. Release of the Common Fund and Distribution of Settlement Relief.

13 a. Within fifteen business days of the Effective Date, Perkins
14 Coie shall cause the Common Fund to be funded by paying the sum of \$4,500,000
15 (minus amounts, if any, previously paid by Perkins Coie to the Settlement
16 Administrator under Section IV.3.b, *infra*) to the Settlement Administrator.
17 Payment will be made via wire transfer to the following instructions: Western
18 Alliance Bank, Account Name: Gigawatt Settlement Fund, Routing No.
19 122105980, Account No. 8943150407 ("Settlement Account"). The Settlement
20 Account will be created and administered by the Settlement Administrator in
21 conformance with the terms of this Settlement Agreement. The Settlement
22 Account shall be held in a Qualified Settlement Fund (defined below) that is
23 established for this settlement.

24 b. To reimburse the Settlement Administrator for costs and fees
25 incurred before the Common Fund is fully funded pursuant to Section IV.3.a.,
26 Perkins Coie shall advance to the Settlement Administrator the amount of fees and

1 costs it reasonably incurs before the Effective Date in an amount not to exceed
2 \$45,000.00. Such amounts shall be paid, up to the specified cap, in the ordinary
3 course of business after receipts of invoices by Defendants' Counsel showing the
4 Settlement Administrator's incurrence of reimbursable costs. The amounts so paid
5 shall be credited against the \$4,500,000 amount which Perkins Coie is to pay into
6 the Common Fund pursuant to Section IV.3.a. In the event the Effective Date does
7 not occur, Perkins Coie shall not be reimbursed the amount advanced to the
8 Settlement Administrator pursuant to this paragraph.

9 c. The Settlement Administrator shall invest the Common Fund
10 amount in interest-bearing short-term instruments or accounts that are backed by
11 the full faith and credit of the United States Government or fully insured by the
12 United States Government or an agency thereof (the "Instruments"). Interest
13 earned on money in the Settlement Escrow Account, less any taxes owed thereon
14 (if any), will be added to the Common Fund for the benefit of the Class.
15 Notwithstanding the foregoing, that portion of the Common Fund that the
16 Settlement Administrator reasonably estimates needs to be available on a liquid
17 basis to pay on-going costs of settlement administration or to be distributed to the
18 Class, as provided in this Settlement Agreement, may be placed in one or more
19 insured accounts that may be non-interest-bearing. Except as otherwise specified
20 herein, the Instruments at all times will remain in the Settlement Escrow Account
21 and under the control of the Settlement Administrator. The Settlement
22 Administrator shall not disburse the Common Fund except: (i) as provided in this
23 Settlement Agreement; (ii) by an order of the Court; or (iii) with the written
24 agreement of Class Counsel and Defendants' Counsel. All costs and risks related
25 to the investment of the Common Fund in accordance with the investment
26 guidelines set forth in this paragraph shall be borne by the Common Fund. Subject

1 to further order(s) or directions as may be made by the Court, or as provided in the
2 Settlement Agreement, the Settlement Administrator is authorized to execute such
3 transactions as are consistent with the terms of the Settlement Agreement. All
4 funds held by the Settlement Administrator shall be deemed and considered to be
5 in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the
6 Court, until such time as such funds shall be distributed pursuant to the Settlement
7 Agreement or pursuant to further order(s) of the Court. In the event that the
8 settlement cannot be concluded for any reason, the Common Fund shall be
9 returned to Perkins Coie. Except as otherwise specified herein, the Instruments at
10 all times will remain in the Settlement Escrow Account and under the control of
11 the Settlement Administrator.

12 d. The Parties agree that the Common Fund is intended to be a
13 “qualified settlement fund” (“Qualified Settlement Fund”) within the meaning of
14 Treasury Regulation § 1.468B-1 and that the Settlement Administrator shall be
15 responsible for filing any required tax returns for and paying from the Common
16 Fund any taxes owed with respect to the Common Fund. The Parties agree that the
17 Common Fund shall be treated as a “qualified settlement fund” from the earliest
18 date possible, and agree to any relation-back election required to treat the Common
19 Fund as a “qualified settlement fund” from the earliest date possible. Any and all
20 taxes shall be paid out of the Common Fund, shall, to the extent possible, be paid
21 out of the interest earned on the Common Fund, be considered to be a cost of
22 administration of the Settlement, and be timely paid by the Settlement
23 Administrator without prior order of the Court. The Settlement Administrator will
24 send Class Counsel copies of all such filings and receipts of payment in a timely
25 manner.
26

1 e. The Common Fund shall be distributed in the following order:
2 to pay the Attorneys' Fees and Expenses approved by the Court; to pay the fees
3 and costs of the Settlement Administrator; and to pay the Class Representative
4 Service Award approved by the Court. The amount remaining after these payments
5 is the Net Fund.

6 f. Within fourteen days of receipt by the Settlement
7 Administrator, the Net Fund will be distributed to Class Members who submitted
8 timely Claims approved as valid. By default, the Settlement Administrator will
9 provide Cash Payments through physical checks to each Class Member. Class
10 Members receiving their Cash Payment by check will have 90 days from the issue
11 date on the check to cash or deposit the check. Class Members may change the
12 default method by which they receive their Cash Payment by electing to instead
13 receive the amount by means of an electric transfer of funds ("Electronic
14 Transfer"). The Electronic Transfer payment options will be stated in the Claim
15 Form and on the Settlement Website. The Settlement Website will provide a secure
16 means by which Class Members may furnish the payment information necessary
17 for the Settlement Administrator to provide the Cash Payment through Electronic
18 Transfer. Class Members who elect to receive an Electronic Transfer in their Claim
19 Form or on the Settlement Website but fail to provide sufficient or correct
20 information to permit such payment shall be sent their Cash Payment through
21 physical check.

22 g. The Common Fund is not a reversionary fund and Perkins Coie
23 will not have any reversionary interest in the Common Fund or Net Fund. In the
24 event any portion of the Net Fund is not distributed to Class Members after all
25 reasonable efforts are made as described in Sections IV.4 and V.C, and after
26 waiting for ninety days from the date the last check or Electronic Transfer is issued,

1 including any check or Electronic Transfer that has been re-issued, the remaining
2 balance, including any funds from failed Electronic Transfers, shall be
3 redistributed pro rata to Class Members who negotiated the checks or accepted an
4 Electronic Transfer in the initial distribution.

5 h. If after the initial distribution or redistribution the amount
6 remaining in the Net Fund is *de minimis* such that further distribution to Class
7 Members would not be economically feasible, the remainder of the Net Fund will
8 be donated to the Cy Pres Recipient as may approved by the Court.

9 4. Claim Form Submission

10 a. Class Members must timely complete and submit a Claim
11 Form, attached hereto as Exhibit F, to receive a Cash Payment. The Claim Form
12 will require information to confirm the Claimant is a Class Member, confirm the
13 number of Tokens owned and for which the Claimant is entitled to a Cash
14 Payment, the electronic wallet in which the Tokens were held, provide contact
15 information, and such other information as may be relevant to efficiently and fairly
16 process claims.

17 b. Claimants will have forty-five calendar days from the date of
18 mailing of their Class Notice or email transmission of their Class Notice to return
19 completed Claim Forms to the Settlement Administrator. Claim Forms may be
20 returned by U.S. mail or any other regularly maintained mail delivery service or
21 submitted online on the Settlement Website.

22 c. The Settlement Administrator will take all adequate and
23 customary steps to determine if Claimants are entitled to a Cash Payment and the
24 amount thereof based on the information provided by Claimants, and any other
25 information obtained by the Settlement Administrator, including information
26 provided by Class Counsel or Perkins Coie. Among other things, the Settlement

1 Administrator will consider the completeness of the information provided by the
2 Claimant, whether the information can be verified and whether there is any
3 information that contradicts the information submitted by the Claimant. Perkins
4 Coie will provide all information it can reasonably obtain regarding Claimants at
5 the request of the Settlement Administrator. Prior to the rejection of a Claim, the
6 Settlement Administrator shall take reasonable steps to communicate with the
7 Class Member in an effort to remedy any curable deficiencies in the Claim Form.
8 Following any effort to resolve the curable deficiencies, the Settlement
9 Administrator shall promptly notify all Claimants whose Claims the Settlement
10 Administrator proposes to reject, in whole or in part, and provide its reasons.

11 d. If a Claimant disputes the determination made by the
12 Settlement Administrator, the Claimant may appeal the decision by providing
13 written notice to the Settlement Administrator within 20 days of the date
14 notification was sent informing the Claimant of the rejection (in whole or in part).
15 Written notice appealing the decision may be made by U.S. mail or by completing
16 and submitting an appeal form on the Settlement Website. The Settlement
17 Administrator shall notify Class Counsel and Defendants' Counsel of any disputes
18 regarding the rejection of a Claim. Class Counsel and Defendants' Counsel may
19 review any Claims rejected by the Settlement Administrator. If Class Counsel and
20 Defendants' Counsel agree that a Claim was improperly rejected, the Claim shall
21 be deemed valid and paid. If Class Counsel and Defendants' Counsel do not agree
22 as to whether a Claim was improperly rejected, the Settlement Administrator's
23 determination of Claimants' eligibility to receive Cash Payments and the amount
24 thereof is final and may not be contested by the Claimant.

1 **V. ADMINISTRATION AND CLASS NOTICE**

2 **A. Settlement Administrator**

3 1. Subject to Court approval, the Parties shall retain Epiq Class
4 Action & Claim Solutions, Inc. as Settlement Administrator to help implement the
5 terms of the Settlement Agreement.

6 2. The Settlement Administrator will be tasked with the
7 administration of this Settlement Agreement, as set forth herein. Those
8 responsibilities include, but are not limited to (1) arranging for dissemination of
9 the Direct Notice and publication notice, (2) mailing or arranging for the mailing,
10 emailing or other distribution of the Class Notice and the settlement relief to Class
11 Members, (3) handling returned mail and email not delivered to Class Members,
12 (4) making any additional mailings required under the terms of this Settlement
13 Agreement, (5) answering written inquiries from Class Members and/or
14 forwarding such inquiries to Class Counsel or their designee, (6) receiving and
15 maintaining on behalf of the Court and the Parties any Class Member
16 correspondence and Requests for Exclusion from the Settlement, (7) establishing
17 the Settlement Website that posts the operative complaint, Settlement Agreement,
18 the Class Notice, and other related documents, (8) sending and reviewing Claim
19 Forms, (9) distributing the Common Fund according to the terms of this Settlement
20 Agreement, and (10) otherwise assisting with administration of the Settlement
21 Agreement.

22 3. The contract with the Settlement Administrator shall obligate
23 the Settlement Administrator to abide by the following performance standards:

24 a. The Settlement Administrator shall accurately and
25 neutrally describe, and shall train and instruct its employees and agents to
26

1 accurately and objectively describe, the provisions of this Settlement Agreement
2 in communications with Class Members; and

3 b. The Settlement Administrator shall provide prompt,
4 accurate and objective responses to inquiries from Class Counsel or their designee,
5 Perkins Coie and/or Perkins Coie's Counsel.

6 **B. Class Notice**

7 1. Class Notice: The Class Notice forms will include a Long-form
8 Class Notice, Email Notice, and Postcard Notice.

9 2. The Long-form Class Notice, available on the Settlement
10 Website and to be sent to Class Members at their request, shall be in substantially
11 the form of Exhibit A. At a minimum, the Long-form Class Notice shall:

12 a. include a short, plain statement of the background of the
13 Action and the proposed Settlement Agreement;

14 b. describe the proposed settlement relief as set forth in this
15 Settlement Agreement;

16 c. inform Class Members that, if they do not exclude
17 themselves from the Settlement Class, they may be eligible to receive relief;

18 d. describe the procedures for participating in the
19 Settlement, including all applicable deadlines, and advise Class Members they
20 may be asked to submit a Claim Form to determine their eligibility to receive a
21 Cash Payment and/or the amount thereof, and that they may elect to receive Cash
22 Payment by Electronic Transfer and inform Class Members how to provide the
23 information necessary for Electronic Transfer, including the deadline for doing so;

24 e. describe the Release;

25 f. state that any Cash Payment is contingent on the Court's
26 final approval of the Settlement Agreement;

1 g. state the identity of Class Counsel and the amount
2 sought in attorneys' fees and expenses and the Class Representative service award;

3 h. explain the procedures for opting out of the Class
4 including the applicable deadline for opting out;

5 i. explain the procedures for objecting to the Settlement
6 Agreement including the applicable deadline; and

7 j. explain that any judgment or orders entered in the
8 Action, whether favorable or unfavorable to the Class shall include and be binding
9 on all Class Members who have not been excluded, even if they have objected to
10 the proposed Settlement Agreement and even if they have another claim, lawsuit,
11 or proceeding pending against Defendants or the Released Parties.

12 3. Email Notice and Postcard Notice: The Email Notice and
13 Postcard Notice shall be in substantially the form of Exhibits B and C, and shall
14 include the web address of the Settlement Website, a description of the Class, a
15 description of relief available to the Class, and an explanation of the right to object
16 and/or opt-out of the Class and the deadlines to exercise these rights.

17 4. Publication Notice: In addition to the above forms of notice to
18 the Class, notice of the proposed settlement shall be published for 31 days in
19 Reddit, Twitter and Telegram with publication enhanced by press releases and
20 sponsored search listings in Google, Yahoo! and Bing.

21 5. Website Notice: The Settlement Website shall be created and
22 maintained by the Settlement Administrator. The Settlement Website shall be
23 activated no later than the Notice Date and shall remain active until sixty (60) days
24 after the settlement benefits are distributed to Claimants. The URL of the
25 Settlement Website will be "www.GigaWattTokenSettlement.com." The
26 Settlement Administrator shall post the Long-form Class Notice, a copy of this

1 Settlement Agreement and its Exhibits, the Preliminary Approval Motion, the
2 Preliminary Approval Order, the operative complaint, the Motion for Final
3 Approval and Motion for Attorneys' Fees and Expenses, the Final Judgment and
4 Approval Order, Settlement-related deadlines, Electronic Transfer payment
5 option information, and any other materials or information the Parties agree to
6 include on the Settlement Website. These documents shall be available on the
7 Settlement Website for as long as the Settlement Website is active.

8 6. Class Action Fairness Act Notice: Perkins Coie shall work with
9 the Settlement Administrator to comply with all notice requirements imposed by
10 28 U.S.C. § 1715(b) ("CAFA Notice"). Perkins Coie shall be responsible for
11 paying CAFA Notice costs, if any; CAFA Notice costs will not be paid from the
12 Common Fund.

13 **C. Dissemination of Class Notice**

14 1. Direct Notice: The Email Notice or Postcard Notice (as
15 applicable), shall be sent via email, or for those Class Members for whom an email
16 address is not available, but a physical address is available, then via the United
17 States Postal Service, to every Class Member who can be identified in the records
18 of (1) Perkins Coie, (2) the Giga Watt Estate, or (3) otherwise. Perkins Coie shall
19 provide the Settlement Administrator with any of the aforementioned Class
20 Member contact information it possesses. Direct Notice will be sent on the Notice
21 Date. Prior to the Notice Date, the Settlement Administrator shall employ its
22 regular data processing and data cleaning procedures on the records
23 (names/addresses) for the Direct Notice. The Settlement Administrator shall
24 design the Direct Notice (for both delivery by U.S. mail and by email) in such a
25 manner as to enhance the likelihood that it will be opened or viewed by the Class
26 Member. After posting of the Postcard Notice by the Settlement Administrator

1 with the United States Postal Service, for any such mailed notices returned as
2 undeliverable, the Settlement Administrator shall utilize the National Change of
3 Address registry in an attempt to obtain better addresses for such returned mail
4 notices, and should that registry show a more current address, the Settlement
5 Administrator shall send the returned Postcard Notice to the more current address.
6 The Settlement Administrator will promptly resend any Postcard Notice that is
7 returned as undeliverable with a forwarding U.S. mail or email address to such
8 forwarding address.

9 2. No later than the Notice Date, the Settlement Administrator
10 shall cause to be published notice of the proposed settlement in the publications
11 listed above and with the enhancements identified above. The publication notice
12 will run for 31 days and will direct viewers to the Settlement Website to read the
13 Long-form Class Notice, submit a Claim Form, and obtain additional information
14 about the proposed settlement.

15 3. Website Notice: No later than the Notice Date, the Settlement
16 Administrator will post the Long-form Class Notice and Claim Form on the
17 Settlement Website, and shall post the additional documents and information
18 discussed in Section V.B.4 above as they become available. Such documents and
19 information may also be posted on Class Counsel's website and Plaintiff's
20 Counsel's websites at their option.

21 4. Upon Request: The Long-form Class Notice and Claim Form
22 shall also be sent via electronic mail or regular mail to Class Members who so
23 request. The Class Notice and Claim Form will be disseminated, and these
24 documents and others will be posted on the Settlement Website in English.

25

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1 **VI. OBJECTIONS AND REQUESTS FOR EXCLUSION**

2 **A. Objections**

3 1. Any Class Member who intends to object to the fairness of the
4 Settlement Agreement must do so in writing no later than the Objection Date. The
5 written objection must be filed with the Court and served on Class Counsel and
6 Defendants' Counsel no later than the Objection Date. The written objection must
7 include: (a) a heading which refers to the Action; (b) the objector's name, address,
8 telephone number and, if represented by counsel, the name, address, and telephone
9 number of his/her counsel; (c) a statement that the objector is a Class Member, the
10 number of Tokens owned on November 19, 2018, and an identification of the
11 wallet in which the Tokens were held; (d) a statement whether the objector intends
12 to appear at the Final Approval Hearing, either in person or through counsel; (e) a
13 statement of the objection and the specific grounds supporting the objection; (f) a
14 statement whether the objection applies only to the objector, to a specific subset
15 of the class, or to the entire class; (g) copies of any papers, briefs, or other
16 documents upon which the objection is based; and (h) the objector's handwritten,
17 dated signature (the signature of objector's counsel, an electronic signature, and
18 the annotation "/s" or similar annotation will not suffice).

19 2. Any Class Member who files and serves a written objection, as
20 described above, may appear at the Final Approval Hearing, either in person or
21 through counsel hired at the Class Member's expense, to object to any aspect of
22 the fairness, reasonableness, or adequacy of this Settlement Agreement. Class
23 Members or their attorneys who intend to make an appearance at the Final
24 Approval Hearing must serve a notice of intention to appear on Class Counsel and
25 Defendants' Counsel, and file the notice of appearance with the Court, no later
26

1 than seven (7) days before the Final Approval Hearing, or as the Court may
2 otherwise direct.

3 3. Any Class Member who fails to substantially comply with the
4 provisions of Sections VI.A.1-2 above shall waive and forfeit any and all rights he
5 or she may have to appear separately and/or to object and shall be bound by all of
6 the terms of this Settlement Agreement and by all proceedings, orders and
7 judgments, including, but not limited to, the Release, in the Action.

8 **B. Requests for Exclusion**

9 1. Any member of the Class may request to be excluded from the
10 Class. A Class Member who wishes to opt out of the Class must do so no later than
11 the Opt-Out Date. To opt out, a Class Member may mail to the Settlement
12 Administrator a written Request for Exclusion that is received no later than the
13 Opt-Out Date. A Request for Exclusion may also be electronically submitted at
14 the Settlement Website by the Opt-Out Date. Exclusion requests submitted at the
15 Settlement Website will be deemed received on the date of electronic submission.
16 The Request for Exclusion must be personally signed by the Class Member and
17 contain a statement that indicates a desire to be excluded from the Class, states the
18 number of Tokens owned on November 19, 2018, and identifies the wallet in
19 which the Tokens were held. No person may opt out of the Class for any other
20 person or be opted-out by any other person, and no Class Member shall be deemed
21 opted-out of the Class through any purported “mass” or “class” opt-outs.

22 2. Any Class Member who does not submit a timely, written
23 Request for Exclusion shall be bound by all subsequent proceedings, orders and
24 the Final Judgment and Approval Order in this Action, even if he or she has
25 pending, or subsequently initiates, litigation, arbitration, or any other proceeding
26 against any or all of the Defendants relating to the Released Claims.

1 3. Any Class Member who properly requests to be excluded from
2 the Class shall not: (a) be bound by any orders or judgments entered in the Action
3 relating to the Settlement Agreement; (b) be entitled to a Cash Payment or be
4 affected by, the Settlement Agreement; (c) gain any rights by virtue of the
5 Settlement Agreement; or (d) be entitled to object to any aspect of the Settlement
6 Agreement.

7 4. The Settlement Administrator shall provide Class Counsel and
8 Defendants' Counsel with a final list of all timely Requests for Exclusion within
9 three days after the Opt-Out Date and shall file the final list of all timely Requests
10 for Exclusion prior to or at the Final Approval Hearing.

11 5. If Class Members collectively owning more than the agreed
12 number of Tokens submit timely valid requests for exclusion, Perkins Coie shall
13 have the unilateral and exclusive option, in its sole discretion, to terminate the
14 Settlement Agreement. This option must be exercised within 30 days of the Opt-
15 Out Date or within seven days before the Final Approval Hearing, whichever
16 occurs first. The agreed number of Tokens for purposes of this provision is set
17 forth in a separate agreement between Perkins Coie and Plaintiff and will be
18 provided to the Court for good cause and if so, ordered by the Court.

19 **VII. RELEASES AND ADDITIONAL CONDITIONS OF SETTLEMENT**

20 A. Upon the Effective Date, each and every Releasing Party shall by
21 order of this Court be deemed to have released, waived, forfeited and shall be
22 permanently barred and enjoined from initiating, asserting, and/or prosecuting any
23 Released Claim against any Released Party in any court or any forum.

24 B. In addition, with respect to the Released Claims, Plaintiff specifically
25 acknowledges and affirmatively waives any rights or benefits available to him
26

1 under California Civil Code section 1542. California Civil Code section 1542
2 provides:

3 A general release does not extend to claims that the creditor
4 or releasing party does not know or suspect to exist in his or
5 her favor at the time of executing the release and that, if
6 known by him or her, would have materially affected his or
her settlement with the debtor or released party.

7 Plaintiff hereby waives any and all federal and state statutes similar in substance,
8 meaning or application to California Civil Code section 1542.

9 C. In consideration for the Agreement, Defendants and their parents,
10 subsidiaries, divisions, departments, and affiliates, and any and all of its past and
11 present officers, directors, employees, stockholders, agents, successors, attorneys,
12 insurers, representatives, licensees, licensors, subrogees, and assigns shall be
13 deemed to have, and by operation of the Final Judgment and Approval Order shall
14 have, released Plaintiff's Counsel and Plaintiff from any and all causes of action
15 that were or could have been asserted pertaining solely to the conduct in filing and
16 prosecuting the litigation or in settling the Action.

17 D. No Class Member shall have any claim against Plaintiff, Plaintiff's
18 Counsel, Defendants, Defendants' Counsel, or the Settlement Administrator based
19 on distributions of the settlement relief made substantially in accordance with the
20 Settlement Agreement and the Plan of Allocation.

21 E. In any proceeding, matter or dispute between Perkins, Plaintiff and/or
22 the Class Members, the Court shall retain exclusive and continuing venue and
23 jurisdiction over the Parties and the Class Members to interpret and enforce the
24 terms, conditions, and obligations under the Settlement Agreement and any such
25 disputes shall be brought in this Court.

26

1 F. The Plaintiff, Perkins Coie and the Trustee have various and differing
2 views regarding whether the Bankruptcy Court's orders staying and preliminarily
3 enjoining the Action (which orders are on appeal in this Court) must be lifted or
4 modified before Plaintiff and Perkins Coie may seek approval of this Settlement
5 Agreement in this Court, and if so, the appropriate procedure. Accordingly,
6 Plaintiff intends to seek guidance from the District Court (which has jurisdiction
7 via the consolidated appeal over the stay/preliminary injunction orders). Plaintiff
8 will not file the motion for preliminary approval of this Settlement Agreement until
9 the District Court provides input on this issue.

10 G. As an additional condition of settlement, Plaintiff will obtain a
11 voluntary dismissal (without costs or fees to either Plaintiff or the Trustee) of the
12 consolidated appeal pending (and currently stayed) in the separate litigation
13 between the Trustee and Plaintiff in the Eastern District of Washington, Case No.
14 2:21-cv-00291-SAB, using one of the means identified for voluntary dismissals in
15 the Federal Rules of Bankruptcy Procedure, Rule 8023. Plaintiff will seek a
16 voluntary dismissal of the appeal within 10 business days from when the Final
17 Judgment and Approval Order is final and non-appealable, or from when the
18 Bankruptcy Court's order approving the settlement of the Adversary Proceeding
19 is final and non-appealable, whichever occurs later. Any acts by Perkins Coie
20 keyed off of the Effective Date and conditions of settlement will not be required
21 until the consolidated appeal is dismissed.

22 H. This settlement Agreement will not take effect until, and is
23 conditioned upon, a successful conclusion of the settlement of the Adversary
24 Proceeding brought by the Bankruptcy Trustee, Mark D. Waldron, against Perkins
25 Coie LLP, et al., Adversary Case No. 20-80031, in the bankruptcy matter
26 captioned *In re: Giga Watt Inc.*, Case No. 18-03197.

1 **VIII. ATTORNEYS' FEES AND EXPENSES AND PLAINTIFF SERVICE**
2 **AWARD**

3 A. Class Counsel shall make an application for an award of attorneys'
4 fees in an amount not to exceed 25% of the Common Fund or one million one
5 hundred twenty-five thousand dollars (\$1,125,000).

6 B. Class Counsel shall make an application for reimbursement of
7 Plaintiff's Counsel's reasonable out-of-pocket expenses and for approval of the
8 fees and costs to be incurred by the Settlement Administrator.

9 C. The award of Attorneys' Fees and Expenses will be paid to Class
10 Counsel from the Common Fund. The application for an award of Attorneys' Fees
11 and Expenses will be made by Class Counsel on behalf of themselves and the other
12 Plaintiff's Counsel. Class Counsel shall distribute and allocate the Attorneys' Fees
13 and Expense awarded to Plaintiff's Counsel in its sole discretion. Perkins Coie
14 shall not be responsible for any other fees or expenses incurred by Class Counsel,
15 Plaintiff's Counsel or Plaintiff.

16 D. Plaintiff will apply for a Class Representative service award in the
17 amount of \$5,000.00. Any Court-approved service award is in addition to the
18 benefits that the Class Representative is entitled to receive as a member of the
19 Class.

20 E. The Court-approved Attorneys' Fees and Expenses and Class
21 Representative service award will be paid from the Common Fund within seven
22 (7) days of the Settlement Escrow Agent's receipt of the Common Fund.

23 F. The Court's determination of Attorneys' Fees and Expenses and the
24 Class Representative service award will not affect the remainder of the Settlement.
25
26

1 **IX. FINAL JUDGMENT AND ORDER APPROVING SETTLEMENT**

2 A. This Settlement Agreement is subject to and conditioned upon the
3 issuance by the Court of the Final Judgment and Approval Order that finally
4 certifies the Class for the purposes of this settlement, grants final approval of the
5 Settlement Agreement, and provides the relief specified herein. Such Final
6 Judgment and Approval Order shall be in substantially the form attached hereto as
7 Exhibit D.

8 B. This Settlement Agreement will not take effect until, and is
9 conditioned upon, a successful conclusion of the settlement of the Adversary
10 Proceeding brought by the Bankruptcy Trustee, Mark D. Waldron against Perkins
11 Coie LLP, et al., Adversary Case No. 20-80031, in the bankruptcy matter
12 captioned *In re: Giga Watt Inc.*, Case No.18-03197.

13 **X. NO ADMISSION OF LIABILITY/FOR SETTLEMENT ONLY**

14 A. This Agreement reflects the compromise and settlement of disputed
15 claims among the Parties and is for settlement purposes only. Neither the fact of,
16 or any provision contained in this Agreement or its Exhibits, nor any action taken
17 hereunder, shall constitute, be construed as, or be admissible in evidence as an
18 admission of: (a) the validity of any claim or allegation by Plaintiff, or of any
19 defense asserted by Perkins Coie, in the Action or in any other action or
20 proceeding; (b) any wrongdoing, fault, violation of law, or liability of any kind on
21 the part of any Party, Defendants, Released Party, or their respective counsel; or
22 (c) the facts recited herein.

23 B. The terms of this Settlement Agreement are not, and should not be
24 construed as, an admission of liability or wrongdoing on the part of Perkins Coie.
25
26

1 **XI. TERMINATION OF THIS SETTLEMENT AGREEMENT**

2 A. Except for Section XI(3), which may be exercised only by Perkins
3 Coie, any Party may terminate this Settlement Agreement by providing written
4 notice to the other Parties within thirty days of any of the following events:

5 1. The Court does not enter a Preliminary Approval Order that
6 conforms in material respects to Exhibit E; or

7 2. If Class Members owning more than a specified number of
8 Tokens opt out as described above at Section VI.B.5. The specified number of
9 Tokens for purposes of this provision is agreed to by the Parties in a separate
10 written agreement.

11 B. In the event that this Settlement Agreement terminates for any reason,
12 all Parties shall be restored to their respective positions as of the date of execution
13 of the Settlement Agreement. In no event will Defendants be entitled to recover
14 any funds advanced to the Settlement Administrator for Notice and Claim
15 Administration Expenses pursuant to Section IV.3.b.

16 **XII. ADDITIONAL PROVISIONS**

17 A. Entire Settlement Agreement: The Settlement Agreement, including
18 all Exhibits, shall constitute the entire Settlement Agreement among the Parties
19 with regard to the Action and shall supersede any previous settlement agreements,
20 terms sheets, representations, communications and understandings among the
21 Parties with respect to the subject matter of the Settlement Agreement.

22 B. Execution in Counterparts: The Settlement Agreement may be
23 executed by the Parties in one or more counterparts, each of which shall be deemed
24 an original but all of which together shall constitute one and the same instrument.
25 Facsimile signatures or signatures sent by email shall be treated as original
26 signatures and shall be binding.

1 C. Notices: Whenever this Settlement Agreement requires or
2 contemplates that one Party shall or may give notice to the other, notice shall be
3 provided in writing by first class U.S. Mail and email to:

4 1. If to Plaintiff or Class Counsel:

5 Timothy G. Blood
6 BLOOD HURST & O'REARDON, LLP
7 501 W. Broadway, Suite 1490
8 San Diego, California 92101
9 Tel: 619-338-1100
10 tblood@bholaw.com

11 2. If to Defendants or Defendants' Counsel:

12 Ralph E. Cromwell, Jr.
13 BYRNES KELLER CROMWELL LLP
14 1000 2nd Avenue, 38th Floor
15 Seattle, Washington 98105
16 Tel: 206-622-2000
17 rcromwell@byrneskeller.com

18 D. Good Faith: The Parties agree that they will act in good faith and will
19 not engage in any conduct that will or may frustrate the purpose of this Settlement
20 Agreement. The Parties further agree, subject to Court approval as needed, to
21 reasonable extensions of time to carry out any of the provisions of the Settlement
22 Agreement.

23 E. Publicity: To the extent Defendants or Plaintiff make any public
24 statements regarding the settlement of this Action, any such statements shall be
25 consistent with the Court-approved documents that comprise this Settlement
26 Agreement.

F. Binding on Successors: The Settlement Agreement shall be binding
upon, and inure to the benefit of, the heirs, successors and/or assigns of the
Released Parties.

1 G. Arms-Length Negotiations: The determination of the terms and
2 conditions contained herein and the drafting of the provisions of this Settlement
3 Agreement has been by mutual understanding after negotiation, with consideration
4 by, and participation of, the Parties hereto and their counsel. This Settlement
5 Agreement shall not be construed against any Party on the basis that the Party was
6 the drafter or participated in the drafting. Any statute or rule of construction that
7 ambiguities are to be resolved against the drafting party shall not be employed in
8 the implementation of this Settlement Agreement and the Parties agree that the
9 drafting of this Settlement Agreement has been a mutual undertaking.

10 H. Waiver: The waiver by one Party of any provision or breach of the
11 Settlement Agreement shall not be deemed a waiver of any other provision or
12 breach of the Settlement Agreement.

13 I. Variance: In the event of any variance between the terms of this
14 Settlement Agreement and any of the Exhibits hereto, the terms of this Settlement
15 Agreement shall control and supersede the Exhibit(s).

16 J. Taxes: No opinion concerning the tax consequences of the Settlement
17 Agreement to any Class Member is given or will be given by Defendants,
18 Defendants' Counsel, Class Counsel, or Plaintiff's Counsel; nor is any Party or
19 their counsel providing any representation or guarantee respecting the tax
20 consequences of the Settlement Agreement as to any Class Member. Each Class
21 Member is responsible for his/her tax reporting and other obligations respecting
22 the Settlement Agreement, if any.

23 K. Modification in Writing: The Settlement Agreement may not be
24 changed, modified, or amended except in a writing signed by one of Class Counsel
25 and one of Perkins Coie's Counsel and, if required, approved by the Court. The
26 Parties contemplate that the Exhibits to the Settlement Agreement may be

1 modified by subsequent agreement of Defendants and Class Counsel so long as
2 the modifications do not alter the substantive terms of the Agreement, reduce the
3 rights and benefits of Class Members, or affect the rights of the Trustee as set forth
4 in the settlement agreement of the Adversary Proceeding.

5 L. Retain Jurisdiction: Subject to Section VII.E, the Court shall retain
6 jurisdiction with respect to the implementation and enforcement of the terms of
7 this Settlement Agreement, and the Parties hereto submit to the jurisdiction of the
8 Court for purposes of implementing and enforcing the settlement.

9 M. Choice of Law: This Settlement Agreement is governed by, and shall
10 be construed and enforced in accordance with, Washington law.

11 N. Computation of Time: All deadlines and time periods prescribed in
12 this Settlement Agreement shall be calculated pursuant to Fed. R. Civ. P. 6.

13 IN WITNESS WHEREOF, the Parties hereto have caused the Settlement
14 Agreement to be executed as of the last date set forth below.

15 Respectfully submitted,

16 Dated: August 11, 2023

BLOOD HURST & O'REARDON, LLP
TIMOTHY G. BLOOD (*pro hac vice*)
THOMAS J. O'REARDON II
(*pro hac vice*)
PAULA R. BROWN (254142)

19 By: 

TIMOTHY G. BLOOD

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5 docs@westwalaw.com

6 *Plaintiff's Counsel*

7 Dated: August 11, 2023

8 BYRNES KELLER CROMWELL LLP
9 RALPH E. CROMWELL, JR.
10 (WA11784)

11 By: *Ralph E. Cromwell Jr.*
12 RALPH E. CROMWELL, JR.

13 1000 2nd Avenue, 38th Floor
14 Seattle, WA 98105
15 Tel: 206/622-2000
16 rcromwell@byrneskeller.com

17 *Attorneys for Defendants Perkins Coie*
18 *LLP; Perkins Coie U.S., P.C.; Perkins*
19 *Coie California, P.C.;*
20 *and Lowell Ness*

21 MUNDING, P.S.
22 John D. Munding
23 309 E. Farwell Rd., Ste. 310
24 Spokane, WA 99218-1152
25 Tel: 509/624-6464
26 john@mundinglaw.com

Attorneys for Defendants Perkins Coie
LLP and Lowell Ness

ECF CERTIFICATION

The filing attorney attests that he has obtained concurrence regarding the filing of this document from the signatories to this document.

Dated: August 11, 2023

BLOOD HURST & O'REARDON, LLP

By: *Timothy G. Blood*
TIMOTHY G. BLOOD

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CERTIFICATE OF SERVICE

I hereby certify that on August 11, 2023, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System, which will in turn automatically generate a Notice of Electronic Filing (NEF) to all parties in the case who are registered users of the CM/ECF System. The NEF for the foregoing specifically identifies recipients of electronic notice. I hereby certify that I have mailed by United States Postal Service the documents to the non-CM/ECF participants indicated on the Electronic Mail Notice List.

Executed on August 11, 2023, at San Diego, California.

s/ Timothy G. Blood

TIMOTHY G. BLOOD

BLOOD HURST & O'REARDON, LLP
501 West Broadway, Suite 1490
San Diego, CA 92101
Telephone: 619/338-1100
619/338-1101 (fax)
tblood@bholaw.com

Did you own One or More Giga Watt Tokens on November 19, 2018? If so, you may be entitled to a cash award as part of a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer. You have not been sued.

- A Settlement has been reached to resolve a class action lawsuit against Perkins Coie, LLP, Perkins Coie U.S., P.C., Perkins Coie California, P.C., and Lowell Ness (collectively, “Perkins Coie”). The Settlement will provide \$4.5 million to pay Class Members who submit valid claims, for notice and settlement administration costs, and for Plaintiff’s Counsel’s fees and expenses, and for a Class Representative service award as awarded by the Court.
- The Settlement resolves a lawsuit over whether Perkins Coie improperly released money deposited in its escrow account that was paid to purchase Tokens representing the right to use the Giga Watt Project’s cryptocurrency mining facilities.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM	The only way to get a cash payment.
EXCLUDE YOURSELF	Get out of this lawsuit and Settlement, but preserve your right to sue. Get no cash payment.
OBJECT	Write to the Court about why you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up rights.

- These rights and options, **and the deadlines to exercise them**, are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	- 3 -
WHO IS IN THE SETTLEMENT	- 4 -
THE SETTLEMENT BENEFITS – WHAT YOU GET	- 4 -
THE LAWYERS REPRESENTING YOU	- 7 -
EXCLUDING YOURSELF FROM THE SETTLEMENT	- 8 -
OBJECTING TO THE SETTLEMENT	- 9 -
THE COURT’S FINAL APPROVAL HEARING	- 10 -
IF YOU DO NOTHING	- 11 -
GETTING MORE INFORMATION	- 11 -

NEED MORE INFORMATION? HAVE QUESTIONS?
VISIT WWW.GIGAWATTTOKENSETTLEMENT.COM

Exhibit B

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Exhibit 1.1.A, Page 2 of 12

BASIC INFORMATION

1. WHY DID I GET NOTICE AND WHY SHOULD I READ IT?

You are receiving this notice because records indicate you may have owned, as of November 19, 2018, one or more “Tokens” that were supposed to provide access to “Giga Watt” cryptocurrency mining facilities in Eastern Washington.

This Court-approved Notice is provided to you because you have a right to know about a proposed settlement of a class action lawsuit, and about your options before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will pay out the money pursuant to the settlement. You will be informed of the progress of the settlement.

This Notice explains the lawsuit, the settlement, your legal rights, the settlement benefits, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Eastern District of Washington and the case is known as *Dam v. Perkins Coie, LLP, et al.*, Case No. 2:20-cv-00464-SAB. The person who sued is called the Plaintiff. The company and people sued, Perkins Coie, LLP, Perkins Coie U.S., P.C., Perkins Coie California, P.C., and Lowell Ness, are the Defendants. The Defendants are collectively referred to as “Perkins Coie.”

Please read this Notice carefully to determine whether you wish to participate in the Settlement. Your rights and options—**and the deadlines to exercise them**—are explained in this Notice. Your legal rights are affected regardless of whether you act.

2. WHAT IS THIS LAWSUIT ABOUT?

The lawsuit claims that Defendants improperly released money from an escrow account they controlled. The money in this escrow account represented money collected from the sale of “Tokens” to provide token holders with access to the “Giga Watt Project.” The Giga Watt Project was supposed to provide Token purchasers with access to cryptocurrency mining facilities in Eastern Washington maintained by Giga Watt, Inc. (“GW Washington”). The initial sale of Tokens was conducted in May through July of 2017 (the “Initial Token Offering”). The Initial Token Offering proceeds were transferred to Perkins Coie, who was responsible for distributing the proceeds in step with completion of the mining facilities. Despite evidence that the mining facilities were not fully completed, Perkins Coie released all of the Token purchase money held in its escrow account. This lawsuit seeks to recover the money Defendants allegedly released before the proportional completion of the mining facilities.

Perkins Coie asserts that Plaintiff’s claims lack merit, does not accurately reflect what happened, and denies any and all liability for the claims alleged in the Action.

3. WHY IS THIS A CLASS ACTION?

In a class action, one or more people called “Class Representatives” (in this case, the Plaintiff, Eric Blomquist), sue on behalf of people who have similar claims. All these people are a “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those people who properly “exclude” themselves from the Class. U.S. District Judge Stanley A. Bastian is in charge of this class action.

4. WHY IS THERE A SETTLEMENT?

NEED MORE INFORMATION? HAVE QUESTIONS?
VISIT WWW.GIGAWATTTOKENSETTLEMENT.COM

Exhibit B

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The Court did not decide in favor of Plaintiff or Perkins Coie. Perkins Coie denies doing anything wrong, believes that it has meritorious defenses to Plaintiff's claims, and thinks Plaintiff and the Class would not have won anything at a trial. However, there was no trial. Instead, the parties have agreed to this Settlement to resolve this matter without the expense and uncertainties of additional litigation and trial. The Class Representative and his attorneys believe that the Settlement is in the best interests of the Class Members, and that it is fair, reasonable, and adequate.

WHO IS IN THE SETTLEMENT

To see if you may be eligible for money from this Settlement, you first have to see if you are a Class Member.

5. AM I PART OF THE SETTLEMENT?

With some limited exceptions described below, everyone who fits this description is a Class Member: All persons or entities who owned one or more Tokens on November 19, 2018.

If you received Notice in the mail or via email, it is because records indicate that you may fit the definition. Only persons who meet the criteria set forth above, or any other criteria the Court may later add, and who do not fall within one of the exclusions listed in the next paragraph, will be Class Members. If you were identified as a Class Member by mistake, or if the Court later decides that you do not meet different or added qualifications, you will not be a Class Member. You are not a Class Member merely because you received this Notice.

Excluded from the Settlement and Class are: (1) jurists and mediators who are or have presided over the lawsuit, Plaintiff's Counsel and Defendants' Counsel, their employees, legal representatives, heirs, successors, assigns, or any members of their immediate families; (2) Defendants and any of their subsidiaries, parents, affiliates, and officers, directors, partners, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family; (3) GigaWatt Pte., Ltd., Cryptonomos Pte. Ltd., and Giga Watt Inc. and any of these entities' subsidiaries, parents, affiliates, and officers, directors, employees, partners, agents, legal representatives, heirs, successors, or assigns, or any members of their immediate families; and (4) any persons or entities who timely and properly exclude themselves from the Class, as described in responses to Questions 13-14 below.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. WHAT DOES THE SETTLEMENT PROVIDE?

Subject to Court approval, Perkins Coie has agreed to settle the lawsuit in exchange for creating a \$4,500,000 common fund of money. Class notice and claim administration expenses, Plaintiff's Counsel's attorneys' fees and expenses and any service award to the Class Representative (discussed below) will also be paid out of the Common Fund, if approved by the Court. The amount paid to Class Members who submit valid claims is known as the "Net Fund." The settlement distribution process will be administered by an independent Settlement Administrator approved by the Court.

If the Settlement becomes final, Class Members who submit a timely, valid Claim Form will be entitled to a Cash Payment. The Cash Payment to each Class Member will be a pro rata amount of the money remaining in the

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Common Fund after paying for Notice and Claim Administration Expenses, Attorneys' Fees and Expenses, a Class Representative Service Award, and (the "Net Fund"). Each Class Members' pro rata amount will be calculated based upon the number of Tokens owned by the Class Member on November 19, 2018, as a percentage of all Tokens owned by Class Members who submit valid claims. The amount of money a Class Member who submits a claim will receive will be calculated by the Settlement Administrator in accordance with the Plan of Allocation, as described in response to Question 9 below, or such other plan of allocation approved by the Court.

If any money is left over that cannot be distributed to the Class Members who submitted a claim because it would be too costly to do so, it will be paid to **ORGANIZATION**.

7. HOW CAN I GET A SETTLEMENT PAYMENT?

If you are a Class Member, you must fill out and submit a Claim Form to qualify for a cash payment. You can fill out and file your Claim at www.GigaWattTokenSettlement.com. You can also download a paper Claim Form from the website or get one by calling the Settlement Administrator at 1-**XXX-XXX-XXXX**. The completed Claim Form must be submitted online by **Month 00, 0000**, or by mail at the address below, postmarked by **Month 00, 0000**.

Giga Watt Token Settlement Administrator

P.O. Box **xxxx**

City, State, ZIP Code

Upon receiving a completed Claim Form, the Settlement Administrator will review the documentation and confirm or deny your eligibility for an award.

8. WHEN WOULD I GET MY SETTLEMENT PAYMENT?

The Court will hold a hearing on **[date]** at **[time]**, to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals. The appeal process can take time, perhaps more than a year. You will not receive your award until any appeals are resolved. Further, the bankruptcy court must approve a settlement Perkins Coie reached with the bankruptcy estate in *In re: Giga Watt, Inc.*, Case No. 18-03197-FPC (U.S. Bankr. Ct., E.D. Wash.) For more information, please see the response to Question **[redacted]**, below. Please be patient.

9. WHAT IS THE PROPOSED PLAN OF ALLOCATION?

Your share of the Net Fund will depend on the number of eligible Tokens owned by those who submit valid claims, and the number of eligible Tokens you owned on November 19, 2018.

The objective of the Plan of Allocation is to equitably distribute the Net Fund to Class Members. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to determine and pay the Claims of authorized Claimants for the purpose of making *pro rata* allocations of the Net Fund.

Determination of Cash Payment Amounts

Each authorized Claimant shall receive his, her, or its pro rata share of the Net Fund. The pro rata share will be the authorized Claimant's recognized number of Tokens owned on November 19, 2018, as identified in his, her, or its Claim or otherwise determined from available information, divided by the total of recognized Tokens

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of all authorized Claimants, multiplied by the total amount in the Net Fund. The determination of eligibility and the calculation of the amount to be distributed will be made by the independent Settlement Administrator appointed by the Court.

To receive a Cash Payment, an authorized Claimant must complete and timely submit a Claim Form to the Claim Administrator. A Claim Form must set forth information confirming the following: (1) the Claimant is a Class Member; (2) the number of Tokens owned on November 19, 2018; (3) the electronic wallet in which the Tokens are held; (4) contact information; and (5) any other relevant information to facilitate the distribution of the Cash Payment.

Upon the Effective Date and receipt by the Settlement Administrator of the funding by Perkins Coie, the Settlement Administrator will distribute Cash Payments from the Net Fund to authorized Claimants. By default, the Settlement Administrator will provide Cash Payments through physical checks to each authorized Claimant. Authorized Claimants receiving their Cash Payment by check will have 90 days from the issue date on the check to cash or deposit the check. The default method by which authorized Claimants receive their Cash Payment may be changed by electing on the Claim Form to receive the amount by means of an electric transfer of funds (“Electronic Transfer”). The Electronic Transfer options are Wire Transfer or Payment by PayPal. Authorized Claimants who elect to receive an Electronic Transfer but fail to provide sufficient or correct information to permit such payment shall be sent their Cash Payment by a physical check.

If an authorized Claimant’s Cash Payment calculates to less than \$10.00, no distribution will be made to that Class Member.

After the initial distribution of the Net Fund, and after waiting for ninety days from the date the last check or Electronic Transfer is issued, including any check or Electronic Transfer that has been re-issued, the remaining balance, including any funds from failed Electronic Transfers shall be redistributed *pro rata* to authorized Claimants. In the event that any portion of the Net Fund is not distributed to authorized Claimants after all reasonable efforts are made and after waiting for ninety days from the date the last check or Electronic Transfer is issued, including any check or Electronic Transfer that has been re-issued, the remaining balance, including any funds from failed Electronic Transfers shall be redistributed *pro rata* to authorized Claimants who negotiated the checks or accepted an Electronic Transfer in the initial distribution. If after the initial distribution or redistribution the amount remaining in the Net Fund is de minimis such that further distribution to Class Members would not be economically feasible, the remainder of the Net Fund will be donated to **ORGANIZATION**, or such other entity approved by the Court.

Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all authorized Claimants. No person shall have any claim against the Parties, Plaintiff’s Counsel, Defendants’ Counsel, the Settlement Administrator, or any of their agents arising from distributions made substantially in accordance with the Settlement Agreement, the plan of allocation approved by the Court, or further Orders of the Court. The Parties and their respective counsel shall have no responsibility or liability whatsoever for the investment or distribution of the Net Fund; the Plan of Allocation; the determination, administration, calculation, or Cash Payment of any Claim or nonperformance of the Settlement Administrator; the payment or withholding of taxes; or any losses incurred in connection therewith.

The Plan of Allocation stated herein is the plan that is being proposed to the Court for its approval. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Class. Any orders regarding any modification of the Plan of Allocation will be posted on the Settlement Website, www.GigaWattTokenSettlement.com.

10. IN RETURN FOR THESE SETTLEMENT BENEFITS, WHAT AM I GIVING UP?

NEED MORE INFORMATION? HAVE QUESTIONS?
VISIT WWW.GIGAWATTTOKENSETTLEMENT.COM

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Unless you “exclude” yourself from the Class by timely submitting a Request for Exclusion (see Questions 13-14 below), you will remain in the Class. By remaining in the Class, that means you “release” and cannot sue, continue to sue, or be part of any other lawsuit against Perkins Coie or any other Released Parties, which include the Giga Watt Estate and the Chapter 7 Trustee of the Giga Watt Estate, concerning the claims asserted in this Action.

By remaining in the Class, you also may affect any claim you may have made or will make in the bankruptcy matter captioned *In re Giga Watt, Inc.*, Case No. 18-03197 (E.D. Wash.). Any such effect will be decided by the bankruptcy court in different proceedings.

The Settlement Agreement at Section VII describes these “Released Claims” and “Released Parties” in necessary legal terminology, so read it carefully. For ease of reference, we also attach the full release section to this Notice as Appendix A. The Settlement Agreement is also available at www.GigaWattTokenSettlement.com or in the public court records on file in this Action. You can talk to one of the lawyers listed in response to Question 11 below for free or you can retain your own lawyer at your own expense.

THE LAWYERS REPRESENTING YOU

11. DO I HAVE LAWYERS IN THIS CASE?

The Court has appointed attorneys from the law firm Blood Hurst & O’Reardon, LLP to represent you and the other Class Members. The lawyers are called Class Counsel. They are experienced in handling class action cases. If you want to be represented by your own lawyer, you may hire one at your own expense.

You may contact Class Counsel if you have any questions about this Notice or the Settlement. *Please do not contact the Court.*

Class Counsel:

Timothy G. Blood
Thomas J. O’Reardon II
Blood Hurst & O’Reardon, LLP
501 W. Broadway, Suite 1490
San Diego, CA 92101
Tel: 619-338-1100
Email: info@bholaw.com
Website: www.bholaw.com

12. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court for an award of attorneys’ fees up to 25% of the Common Fund (or \$1,125,000) and will ask for reimbursement of reasonable expenses. If the Court approves the awards, it will be paid to Class Counsel and their co-counsel who also represents Plaintiff and the Class from the Common Fund. The Class Members will not have to pay anything toward the fees or expenses of Class Counsel.

Class Counsel will also petition the Court for a service award of up to \$5,000 for the Class Representative Eric Blomquist to be paid from the Common Fund. The purpose of the service award is to compensate the Plaintiff for his time, efforts, and risks taken on behalf of the Class. The Court may award less than these amounts.

NEED MORE INFORMATION? HAVE QUESTIONS?
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EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a Cash Payment from this Settlement, but you want to keep whatever legal rights you may have to sue or continue to sue Released Parties such as Perkins Coie on your own, then you must take steps to get out. This is called “excluding” yourself from or “opting out” of the Class.

13. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

You do not have to remain in the Class and can exclude yourself (or “opt-out”) from the Settlement. If you exclude yourself, you will not be eligible to receive any Cash Payment from the Settlement. If you choose to exclude yourself from the Class, you may pursue whatever legal rights you may have in any separate proceeding if you choose to do so, but you will have to do so at your own expense.

To exclude yourself from the Settlement, you must send a written “Request for Exclusion” addressed to Giga Watt Token Settlement Administrator, EXCLUSIONS, [P.O. Box xxxx, City, State ZIP], in the form of a letter or Request for Exclusion form stating that you want to be excluded from *Dam v. Perkins Coie, LLP, et al.*, Case No. 2:20-cv-00464-SAB. You must sign and mail your Request for Exclusion **postmarked** by [Month Day, Year]. You will not be eligible to exclude yourself from the Class after that date.

To ask to be excluded from the Class, your Request for Exclusion *must* state: (1) the name, address and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (2) contain a statement that indicates a desire to be excluded from the Class in the Action, such as “I hereby request that I be excluded from the proposed Class in *Dam v. Perkins Coie, LLP, et al.*, Case No. 2:20-cv-00464-SAB”; (3) state the number of Tokens owned by such person or entity on November 19, 2018; (4) identify the wallet address in which the eligible Tokens are or were held; and (5) be signed by the person or entity requesting exclusion or an authorized representative.

A Request for Exclusion that does not include all of the above information, that is sent to an address other than the one listed above, or that is not postmarked on time, will not be valid and the person asking to be excluded will be considered a member of the Class, and will be bound as a Class Member by the Settlement.

No person may opt-out of the Class for any other person or be opted-out by any other person, and no Class Member can be opted-out of the Class through any purported “mass” or “class” opt-outs.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THE SETTLEMENT?

No. If you elect to exclude yourself from the Settlement, do not send in a Claim Form to ask for any money.

If you elect to exclude yourself from the Settlement, you will (i) not have any rights as a member of the Class pursuant to the Settlement; (ii) not be able to receive a Cash Payment, (iii) not be bound by any further orders or judgments in this case, but (iv) will remain able to pursue the claims alleged in the case against Released Parties such as Perkins Coie by filing your own lawsuit at your own expense. If you proceed by filing your own lawsuit, you might receive more or less money than you would otherwise receive under this Settlement, or nothing at all.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

15. HOW CAN I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. Note: You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement awards will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Your objection must be submitted to the Court either by mailing it (or by filing it at any location of the United States District Court for the Eastern District of Washington) and serving it on Class Counsel and Defendants' Counsel to be received no later than **Month DD, 2023**, to the following addresses:

COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL
Clerk of Court United States District Court, Eastern District of Washington PO Box 2706 Yakima, WA 98907	Timothy G. Blood Thomas J. O'Reardon II Blood Hurst & O'Reardon, LLP 501 West Broadway, Ste 1490 San Diego, CA 92101	Bradley S. Keller Ralph E. Cromwell, Jr. Jofrey M. McWilliam Byrnes Keller Cromwell LLP 1000 Second Avenue, 38th Floor Seattle, WA 98104

The objection must be in writing, signed, and include the case name ***Dam v. Perkins Coie, LLP, et al., Case No. 2:20-cv-00464-SAB (E.D. Wa.)***. The written objection *must* include: (a) a heading which refers to the Action; (b) the objector's name, address, telephone number and, if represented by counsel, the name, address, and telephone number of his, her or its counsel; (c) a statement that the objector is a Class Member, including documents sufficient to prove membership in the Class including the number of Tokens owned on November 19, 2018, and identification of wallet in which such Tokens were or are held; (d) a statement whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel; (e) a statement of the objection and the specific grounds supporting the objection, including any legal or evidentiary support the Class Member wishes to bring to the Court's attention; (f) a statement whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (g) copies of any papers, briefs, or other documents upon which the objection is based; and (h) the objector's handwritten, dated signature (the signature of objector's counsel, an electronic signature, and the annotation "/s" or similar annotation will not suffice).

The Court will consider all objections and comments from Class Members. You do not need to attend the Final Approval Hearing for the Court to consider your objection. If you do intend to appear at the Final Approval Hearing through counsel, your objection or comment must also state the identity of all attorneys representing you who will appear at the Final Approval Hearing.

If you do not submit a written objection or comment on the proposed Settlement or the application of Class Counsel for attorneys' fees and expenses and the Class Representative's service award, in accordance with the deadline and procedure set forth above, you will waive your right to be heard at the Final Approval Hearing. However, the Court may excuse your failure to file a written objection upon a showing of good cause, which, if granted, would permit you to still appear at the Final Approval Hearing and object to the Settlement.

The Final Approval Hearing may be adjourned by the Court without further notice sent to the Class. If you intend to attend the Final Approval Hearing, you should confirm the date and time with Class Counsel.

NEED MORE INFORMATION? HAVE QUESTIONS?
VISIT WWW.GIGAWATTOKENSETTLEMENT.COM

Exhibit B

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16. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because you are no longer part of the case.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement. You may attend the Final Approval Hearing, and you may ask to speak, but you do not have to.

17. WHEN AND WHERE WILL THE COURT HOLD A HEARING ON THE FAIRNESS OF THE SETTLEMENT?

A Final Approval Hearing has been set for [REDACTED], 2023 at [REDACTED] a.m., before Judge Stanley A. Bastian at the United States District Court for the Eastern District of Washington, 25 South 3rd Street, Room 201, Yakima, WA 98901.

At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses. You do not need to attend this hearing. You also do not need to attend to have a comment or objection considered by the Court. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long it will take to make this decision.

Note: The date and time of the Final Approval Hearing are subject to change by Court Order. Any change will be posted at www.GigaWattTokenSettlement.com. You should check this website or the Court's PACER website to confirm that the date and/or time have not changed.

18. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you delivered your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. MAY I SPEAK AT THE HEARING?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must file with the Court a "Notice of Intention to Appear." Be sure to sign the request and include your name, address, and telephone number. You may also be required to provide proof that you are a Class Member. Your Notice of Intention to Appear must be mailed to Class Counsel and Defendants' Counsel and postmarked no later than [REDACTED], 2023. It must also be filed with the Clerk of the Court by the same date. The addresses for these three locations are listed in response to Question 15 above. You cannot speak at the Final Approval Hearing if you exclude yourself.

IF YOU DO NOTHING

20. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing, you will be part of the Class. However, you will not receive a Cash Payment unless you submit a timely, valid Claim Form, as described in response to Questions 6-7 above. Further, you will not be permitted to start a lawsuit or proceeding, continue with a lawsuit or proceeding, or be part of any other lawsuit to assert Released Claims in any other lawsuit against Perkins Coie or the Released Parties, ever again.

GETTING MORE INFORMATION

21. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.GigaWattTokenSettlement.com, or by contacting Class Counsel by email or telephone at the address or number listed in response to Question 11 above.

22. HOW CAN I GET MORE INFORMATION?

For more information, or to view key case documents, please visit the Settlement Website at www.GigaWattTokenSettlement.com. If you still have questions, you may contact Class Counsel by email or telephone at the addresses or numbers listed in response to Question 11 above.

You can also access information about this case through the Court's PACER website. To learn about PACER and register for a PACER account, go to <https://www.pacer.gov/>. Once you have a PACER account, you can access and retrieve documents from the Court's docket for the Action at <https://ecf.cand.uscourts.gov/cgi-bin/login.pl>. You can also access and retrieve documents from the Court's docket by visiting the Clerk's Office located at United States District Court for the Eastern District of Washington, 25 South 3rd Street, Room 201 Yakima, WA 98901

23. ADDITIONAL INFORMATION ABOUT A BANKRUPTCY PROCEEDING

In addition to this class action, there is a proceeding pending in bankruptcy court in the United States Bankruptcy Court for the Eastern District of Washington against Perkins Coie by Mark D. Waldron, as Chapter 7 trustee. The bankruptcy proceeding is Mark D. Waldron, Chapter 7 Trustee v. Perkins Coie LLC, Adv. Proc. No. 20-80031 pending in the bankruptcy case, *In re: Giga Watt, Inc.*, Case No. 18-03197-FPC (E.D. Wash.). That proceeding claims that GigaWatt Inc. was damaged by Perkins Coie's alleged improper release of token sale proceeds from an escrow. Perkins has settled that lawsuit at the same time it negotiated the settlement in this class action. Each settlement is contingent on the successful conclusion of the other settlement. The bankruptcy settlement is subject to approval by the bankruptcy court in separate proceedings. It is possible that you will receive separate notices from the bankruptcy court regarding the approval process for that separate bankruptcy settlement. If you have any interest in the bankruptcy, or have filed a claim in the bankruptcy, you should carefully read any such notice.

PLEASE DO NOT ATTEMPT TO CONTACT THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT. IT CANNOT PROVIDE YOU WITH INFORMATION.

NEED MORE INFORMATION? HAVE QUESTIONS?
VISIT WWW.GIGAWATTTOKENSETTLEMENT.COM

Exhibit B

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APPENDIX A

RELEASE AND WAIVER

A. Upon the Effective Date, unless you exclude yourself (“opt out”) from the Settlement Class by timely submitting an Exclusion Request (see Questions 13-14 above), you will remain in the Settlement Class. By remaining in the Settlement Class, you will be deemed a “Releasing Party” and you will have released, waived, forfeited and shall be permanently barred and enjoined from initiating, asserting, and/or prosecuting any Released Claim against any Released Party in any court or any forum. These Released Claims are any and all actions, claims, demands, rights, suits, and causes of action of whatever kind or nature against the Released Parties, including damages, costs, expenses, penalties, equitable relief, injunctions, and attorneys’ fees, known or unknown, suspected or unsuspected, in law or in equity, that arise from or relate to the facts giving rise to this Action.

B. The Settlement Agreement at Section II (titled “Definitions”) describes these “Released Claims” and the “Released Parties” in necessary legal terminology and at Section VII (titled “Releases and Additional Conditions of Settlement”) further details the Releases, so read these sections carefully. For ease of reference, the Settlement Agreement is available at www.GigaWattTokenSettlement.com or in the public court records on file in this Action.

TO BE SUBMITTED

EXHIBIT 1.1.B - TO BE PROVIDED

Exhibit B

Giga Watt Token Settlement Administrator
P.O. Box 0000
City, State, 00000-0000

Court-Ordered Legal Notice

If you owned one or more Giga Watt Tokens on November 19, 2018 you may be entitled to a cash award from a class action settlement.

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

**To qualify for a cash payment
you must return a claim form by
Month, Day, 2023.**

www.GigaWattTokenSettlement.com

1-xxx-xxx-xxxx

Forwarding Service Requested



Postal Service: Please do not mark barcode
Claim No.:

[CLASS MEMBER INFO]

You are receiving this because records indicate you may have owned one or more "Tokens" that were supposed to provide access to "Giga Watt" cryptocurrency mining facilities in Eastern Washington. If so, you may be a "Class Member" and entitled to receive a cash award from a class action settlement. In *Dam v. Perkins Coie, LLP, et al.*, Case No. 2:20-cv-00464-SAB (E.D. Wash.), the court preliminarily approved the Settlement of a class action lawsuit over whether Defendants improperly released money deposited in its escrow account that was paid to purchase Tokens representing the right to use the Giga Watt Project's cryptocurrency mining facilities. The Defendants in the lawsuit deny these claims.

What does the Settlement Provide? The Settlement will create a \$4,500,000 Common Fund from which Class Members who submit a valid claim will receive a cash payment. Class notice and settlement administration expenses, Plaintiff's Counsel's fees and expenses and any Class Representative service award as approved by the Court will also be paid out of the Common Fund.

How do I get a cash payment? You must submit a Claim Form to qualify for a cash payment. The Claim Form is available at www.GigaWattTokenSettlement.com. Claim Forms can be submitted online at www.GigaWattTokenSettlement.com or by mail. The deadline to submit a Claim Form is **MONTH, DAY, 2023**.

What are my other options? If you don't want any cash payment or to be legally bound by the Settlement, you must submit a "Request for Exclusion" mailed postmarked or submitted online at www.GigaWattTokenSettlement.com so the request is received by MONTH DAY, 2023. If you do not exclude yourself, you have the right to object to the Settlement. The deadline for filing objections is **MONTH DAY, 2023**, and the requirements for submitting an objection and an exclusion request can be found in the Settlement Agreement and Detailed Notice available at www.GigaWattTokenSettlement.com. If you exclude yourself, you cannot receive any cash payment, but you do not release any potential rights to sue Defendants relating to the claims in the lawsuit.

The Court will hold a hearing on **MONTH, DAY, 2023** at **TIME**. At that hearing, the Court will consider whether to approve this Settlement and whether to approve requested attorneys' fees of 25% of the Common Fund plus reimbursement of costs and a \$5,000 service award to the Class Representative. You may appear at the hearing, but you don't have to. The Court has appointed attorneys from the law firm Blood Hurst & O'Reardon, LLP to represent the Class ("Class Counsel"). You will not be charged for these lawyers. If you want your own lawyer, you may hire one at your expense.

For more information or for a Claim Form, please visit www.GigaWattTokenSettlement.com or call 1-xxx-xxx-xxxx.

Exhibit B

Exhibit B

EXHIBIT 1.1.D

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

ERIC BLOMQUIST, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

PERKINS COIE LLP, a Washington
limited liability partnership;
PERKINS COIE CALIFORNIA,
P.C., a California corporation;
PERKINS COIE U.S.; and LOWELL
NESS, individually,

Defendants.

Case No: 2:20-cv-00464-SAB

CLASS ACTION

**[PROPOSED] FINAL JUDGMENT
AND APPROVAL ORDER**

Chief Judge Stanley A. Bastian

Complaint Filed: December 16, 2020
Trial Date: Not Yet Set

JURY TRIAL DEMANDED

Exhibit B

1 This matter came on for hearing on _____, 2023. Notice of
2 the hearing has been given in accordance with the Preliminary Approval Order;
3 the represented Parties having appeared by their attorneys of record; an
4 opportunity to be heard having been given to all other persons desiring to be
5 heard as provided in the Class Notice; and having considered the terms of the
6 proposed Settlement Agreement, the application of Class Counsel for an award
7 of attorneys' fees and expenses and for a service award to the Class
8 Representative, and all other the submissions and arguments with respect to the
9 Settlement Agreement, IT IS HEREBY ORDERED AS FOLLOWS:

10 1. This Final Judgment and Approval Order incorporates the
11 Settlement Agreement, including the Exhibits thereto, and incorporates the
12 definitions in the Settlement Agreement, and all terms used herein shall have the
13 same meanings as set forth in the Settlement Agreement unless otherwise stated.

14 2. The Court has jurisdiction over the subject matter of this Action,
15 and all Parties to the Action for purpose of settlement, including all Class
16 Members.

17 3. Pursuant to Federal Rule of Civil Procedure 23, the Court affirms
18 certification of the following Class for settlement purposes only:

19 All persons or entities who owned one or more Tokens on
20 November 19, 2018.

21 Excluded from the Class are: (i) jurists and mediators who are or
22 have presided over the Action, Plaintiff's Counsel and Defendants'
23 Counsel, their employees, legal representatives, heirs, successors,
24 assigns, or any members of their immediate family; (ii) Defendants,
25 any of their subsidiaries, parents, affiliates, and officers, directors,
26 employees, legal representatives, heirs, successors, or assigns, or
any members of their immediate family; (iii) GigaWatt Pte., Ltd.,
Cryptonomos Pte. Ltd., and Giga Watt Inc. and any of these entities'
subsidiaries, parents, affiliates, and officers, directors, employees.

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1 partners, agents, legal representatives, heirs, successors, or assigns,
2 or any members of their immediate families; and (iv) any persons or
entities who timely and properly exclude themselves from the Class.

3 4. The Court finds that the persons and entities excluded from the
4 Class because they filed valid requests for exclusion are identified in Exhibit A
5 to this order. These persons and entities, who filed timely, valid requests for
6 exclusion are not bound by this Final Judgment and Approval Order or the terms
7 of the Settlement Agreement. Such persons and entities are not entitled to any
8 rights or benefits provided to Class Members by the terms of the Settlement
9 Agreement.

10 5. The Court directed that Class Notice be disseminated pursuant to the
11 Class Notice Program proposed by the Parties and approved by the Court. In
12 accordance with the Court's Preliminary Approval Order and the Court-approved
13 Class Notice Program, the Settlement Administrator caused the forms of Class
14 Notice to be disseminated as ordered. The Class Notice advised Class Members
15 of the terms of the Settlement Agreement; the Final Approval Hearing and their
16 right to appear at such hearing; their rights to remain in, or exclude themselves
17 from, the Class and to object to the Settlement Agreement; procedures for
18 exercising such rights; and the binding effect of this Final Judgment and
19 Approval Order, whether favorable or unfavorable, to the Class.

20 6. The distribution of the Class Notice pursuant to the Class Notice
21 Program constituted the best notice practicable under the circumstances, and
22 fully satisfied the requirements of Federal Rule of Civil Procedure 23, the
23 requirements of due process, 28 U.S.C. § 1715, and any other applicable law.
24 *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974); *Rodriguez v. West*
25 *Publ'g Co.*, 563 F.3d 948, 962 (9th Cir. 2009).

26 Exhibit B

1 7. Pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court
2 finds after a hearing and based upon all submissions of the Parties and interested
3 persons or entities, that the Settlement Agreement proposed by the Parties is fair,
4 reasonable, and adequate. In reaching this conclusion, the Court considered the
5 record in its entirety and heard the arguments of counsel for the Parties and other
6 persons seeking to comment on the proposed Settlement Agreement. [The Court
7 has carefully considered the objections to the Settlement Agreement, including to
8 Class Counsel's request for attorneys' fees and expenses, and finds the
9 objections are without merit, and they do not undermine the Court's
10 determination that the settlement as a whole "is fundamentally fair within the
11 meaning of Rule 23(e)." *Lane v. Facebook, Inc.*, 696 F.3d 811, 818–19 (9th Cir.
12 2012). Accordingly, the objections are overruled.

13 8. The Court has considered a number of factors, including: (1) the
14 complexity, expense, and likely duration of the litigation; (2) the reaction of the
15 Class Members to the Settlement Agreement; (3) the stage of the proceedings
16 and the amount of discovery completed; (4) the risks of establishing liability;
17 (5) the risks of establishing damages; (6) the risks of maintaining the class action
18 through the trial; (7) the ability of Defendants to withstand a greater judgment;
19 and (8) the reasonableness of the relief provided by the Settlement Agreement in
20 light of the best possible recovery. *Officers for Justice v. Civil Serv. Comm'n*,
21 688 F.2d 615, 625 (9th Cir. 1982); *Class Plaintiffs v. Seattle*, 955 F.2d 1268,
22 1291 (9th Cir. 1992); *Rodriguez*, 563 F.3d at 965.

23 9. The terms and provisions of the Settlement Agreement are the
24 product of lengthy, arms-length negotiations conducted in good faith and with
25 the assistance of an experienced mediator: the Honorable Benjamin P. Hursh.
26 Approval of the Settlement Agreement will result in substantial savings to the

Exhibit B

1 money and effort to the Court and the Parties, and will further the interests of
2 justice.

3 10. All Class Members who have not timely and validly excluded
4 themselves from the Class are Class Members who are bound by this Final
5 Judgment and Approval Order and by the terms of the Settlement Agreement.

6 11. Nothing in the Settlement Agreement, this Final Judgment and
7 Approval Order, or the fact of the settlement, constitutes any admission by any of
8 the Parties of any liability, wrongdoing or violation of law, damages or lack
9 thereof, or of the validity or invalidity of any claim or defense asserted in the
10 action.

11 12. The Court has considered the submissions by the Parties and all
12 other relevant factors, including the result achieved and the efforts of Class
13 Counsel and the other Plaintiff's Counsel in prosecuting the claims on behalf of
14 the Class. The efforts of Class Counsel and the other Plaintiff's Counsel have
15 produced the Settlement Agreement entered into in good faith, and which
16 provides a fair, reasonable, adequate, and certain result for the Class. Class
17 Counsel have made application for an award of attorneys' fees and
18 reimbursement of expenses in connection with the prosecution of the Action on
19 behalf of themselves and the other Plaintiffs' Counsel. The requested fee award
20 is 25% of the Common Fund. This amount is fair, reasonable, and adequate
21 under the common fund doctrine, the range of awards ordered in this District and
22 Circuit, the excellent results obtained, the substantial risk borne by Class Counsel
23 and the other Plaintiff's Counsel in litigating this matter, the degree of skill and
24 quality of work performed, the financial burden imposed by the contingency
25 basis of Class Counsel's and the other Plaintiff's Counsel's representation of
26 Plaintiff and the Class, and the additional work required of Class Counsel by the

Exhibit B

1 other Plaintiff's Counsel to bring this settlement to conclusion. *Hanlon*, 150 F.3d
2 at 1029; *Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311
3 (9th Cir. 1990); *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 570 (9th
4 Cir. 2019). The Court finds the fee award is further supported by a lodestar
5 crosscheck, whereby it finds that the hourly rates of Plaintiff's Counsel are
6 reasonable, and that the hours expended were reasonable. *Hyundai*, 926 F.3d at
7 570. Accordingly, the Court hereby awards \$_____ as attorneys' fees to be
8 paid in accordance with the terms of the Settlement Agreement. Class Counsel
9 shall be responsible for distributing and allocating the attorneys' fees and
10 expenses award to Plaintiff's Counsel in their discretion.

11 13. Class Counsel have also made application for an award of litigation
12 expenses in connection with the prosecution of the action on behalf of
13 themselves and the other Plaintiff's Counsel. Finding that such expenses were
14 reasonably and necessarily incurred in prosecuting the action on behalf of the
15 Class, the Court approves Class Counsel's request for litigation expenses in the
16 amount of \$_____, which is to be paid in accordance with the terms of
17 the Settlement Agreement. *Staton v. Boeing Co.*, 327 F.3d 938, 974 (9th Cir.
18 2003).

19 14. Further, the Court approves a service award of \$_____ for
20 Plaintiff Eric Blomquist. The Class Representative participated in the action,
21 acted to protect the Class, and assisted his counsel. The service award, which is
22 fair, reasonable, and justified, is to be paid in accordance with the terms of the
23 Settlement Agreement. *Rodriguez*, 563 F.3d at 958–59.

24 15. The Court has considered all relevant factors and hereby approves
25 _____ as the designated *cy pres* recipient of money (if any)
26 remaining after the negotiation period of the Cash Payments in accordance with

Exhibit B

1 the Settlement Agreement. *See* ECF No. _____ (Declaration of _____ in
2 Support of Cy Pres Designation of _____); *Nachsin v. AOL, LLC*,
3 663 F.3d 1034 (9th Cir. 2011); *Six (6) Mexican Workers*, 904 F.2d at 1305.

4 16. The Court hereby dismisses with prejudice this Action, and all
5 Released Claims against each and all Released Parties, and without costs to any
6 of the Parties as against the others.

7 17. Each and every Releasing Party is hereby deemed to have released,
8 waived, forfeited, and is permanently barred and enjoined from initiating,
9 asserting, and/or prosecuting any Released Claim against any Released Party in
10 any court or any forum.

11 18. Without affecting the finality of this order, the Court reserves
12 jurisdiction over the implementation, administration, and enforcement of this
13 Order, the Final Judgment and the Settlement Agreement, in any proceeding,
14 matter or dispute between Defendants, the Class Representative and/or Class
15 Members.

16 19. The Parties and the Settlement Administrator are hereby directed
17 and authorized to implement the settlement according to the terms and provisions
18 of the Settlement Agreement. If any material inconsistencies are discovered
19 between this order and the Settlement Agreement, this order will be dispositive,
20 absent approval and further order by the Court.

21 **IT IS SO ORDERED.**

22
23
24 **HONORABLE STANLEY A. BASTIAN**
UNITED STATES DISTRICT JUDGE

25
26 **Exhibit B**

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EXHIBIT A

TIMELY REQUESTS FOR EXCLUSION (“OPT-OUTS”)

1. [ENTER, IF APPLICABLE]

Exhibit B

Exhibit B

EXHIBIT 1.1.E

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

ERIC BLOMQUIST, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

PERKINS COIE LLP, a Washington
limited liability partnership;
PERKINS COIE CALIFORNIA,
P.C., a California corporation;
PERKINS COIE U.S.; and LOWELL
NESS, individually,

Defendants.

Case No: 2:20-cv-00464-SAB

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Chief Judge Stanley A. Bastian

Complaint Filed: December 16, 2020
Trial Date: Not Yet Set

JURY TRIAL DEMANDED

Exhibit B

[PROPOSED]] ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT

Western Washington Law Group PLLC
P.O. Box 468, Snohomish, WA 98291
(425) 728-7296, ext. 4

00205457

1 WHEREAS, this matter has come before the Court pursuant to Plaintiff's
2 Motion for Preliminary Approval of Class Action Settlement (the "Motion");

3 WHEREAS, the Court finds that it has jurisdiction over the action and
4 each of the parties for purposes of settlement and asserts jurisdiction over the
5 Class Members¹ for purposes of effectuating this settlement and releasing their
6 claims.

7 IT IS HEREBY ORDERED AS FOLLOWS:

8 **I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

9 1. The terms of the Settlement Agreement filed in this Action are
10 preliminarily approved as fair, reasonable and adequate, are sufficient to warrant
11 sending notice to the Class, and are subject to further consideration at the Final
12 Approval Hearing.

13 2. The Settlement Agreement was entered into after extensive arm's
14 length negotiations by experienced counsel and with the assistance and oversight
15 of the Honorable Benjamin P. Hursh as mediator. The Court preliminarily finds
16 that the settlement embodied in the Settlement Agreement is sufficiently within
17 the range of reasonableness so that notice of the settlement should be given as
18 provided in the Settlement Agreement and this order. In making this
19 determination, the Court has considered the current posture of this Action and the
20 risks and benefits to the Parties involved in both settlement of these claims and
21 continuation of the litigation.

22 **II. THE CLASS, CLASS REPRESENTATIVE AND CLASS COUNSEL**

23 3. Pursuant to Federal Rule of Civil Procedure 23, the Court certifies
24 the following Class for settlement purposes:

25 _____
26 ¹ All capitalized terms have the meanings as defined in the Settlement
Agreement unless otherwise stated. **Exhibit B**

1 All persons or entities who owned one or more Tokens on November 19,
2 2018.

3 Excluded from the Class are: (i) jurists and mediators who are or
4 have presided over the Action, Plaintiff's Counsel and Defendants'
5 Counsel, their employees, legal representatives, heirs, successors,
6 assigns, or any members of their immediate family; (ii) Defendants,
7 any of their subsidiaries, parents, affiliates, and officers, directors,
8 employees, legal representatives, heirs, successors, or assigns, or any
9 members of their immediate family; (iii) GigaWatt Pte., Ltd.,
Cryptonomos Pte. Ltd., and Giga Watt Inc. and any of these entities'
subsidiaries, parents, affiliates, and officers, directors, employees,
partners, agents, legal representatives, heirs, successors, or assigns, or
any members of their immediate families; and (iv) any persons or
entities who timely and properly exclude themselves from the Class.

10 4. Pursuant to Federal Rule of Civil Procedure 23(a), the Court finds
11 Plaintiff Eric Blomquist is a member of the Class, his claims are typical of the
12 Class, and he has protected and will fairly and adequately protect the interests of
13 the Class. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998). The
14 Court appoints Eric Blomquist as Class Representative for the Class.

15 5. The Court finds that the Class meets all requirements of Federal
16 Rules of Civil Procedure 23(a) and (b)(3) for certification of the claims alleged in
17 the first amended class action complaint, including: (a) numerosity;
18 (b) commonality; (c) typicality; (d) adequacy of the class representative and class
19 counsel; (e) predominance of common questions of fact and law among the
20 Class; and (f) superiority. *See Hanlon*, 150 F.3d at 1023–24 (affirming
21 certification of a settlement class).

22 6. Having considered the factors set forth in Federal Rule of Civil
23 Procedure 23(g)(1), the Court appoints Timothy G. Blood and Thomas J.
24 O'Reardon II of Blood Hurst & O'Reardon, LLP as Class Counsel to represent
25 the Class Members. *Staton v. Boeing Co.*, 327 F.3d 938, 957 (9th Cir. 2003).

26 Exhibit B

1 7. The Court confirms the appointment of Epiq Class Action and
2 Claims Solutions as the Settlement Administrator. Certain fees and costs
3 associated with the Class Notice Program shall be advanced by Defendants, as
4 set forth in the Settlement Agreement. The Settlement Administrator is directed
5 to perform all responsibilities assigned in the Settlement Agreement.

6 8. If the Settlement Agreement is not finally approved by the Court, or
7 for any reason the Final Judgment and Approval Order is not entered as
8 contemplated in the Settlement Agreement, or the Settlement Agreement is
9 terminated pursuant to its terms for any reason or the Effective Date does not
10 occur for any reason, then:

11 (a) All orders and findings entered in connection with the
12 Settlement Agreement shall become null and void and have no force or effect
13 whatsoever, shall not be used or referred to for any purposes whatsoever, and
14 shall not be admissible or discoverable in this or any other proceeding;

15 (b) The provisional certification of the Class shall be vacated
16 automatically and the Action shall proceed as though the Class had never been
17 certified;

18 (c) Nothing contained in this order is to be construed as a
19 presumption, concession or admission by or against Defendants or Class
20 Representative of any default, liability or wrongdoing as to any facts or claims
21 alleged or asserted in the Action;

22 (d) Nothing in this order pertaining to the Settlement Agreement
23 shall be used as evidence in any further proceeding in the Action; and

24 (e) All of the Court's prior orders having nothing whatsoever to
25 do with class certification or the Settlement Agreement shall remain in force and
26 effect.

Exhibit B

1 **III. NOTICE TO CLASS MEMBERS**

2 9. The Court has considered the proposed Class Notice in the
3 Settlement Agreement and finds that the forms of Class Notice and the Class
4 Notice Program as described in the Settlement Agreement and in the Declaration
5 of the Settlement Administrator: (a) meet the requirements of due process and
6 Federal Rule of Civil Procedure 23(c) and (e); (b) constitutes the best notice
7 practicable under the circumstances to all persons entitled to notice; and
8 (c) satisfies the constitutional requirements regarding notice. In addition, the
9 forms of Class Notice: (a) apprise Class Members of the terms of the proposed
10 settlement and their rights and deadlines under the settlement; (b) are written in
11 simple terminology; (c) are readily understandable by Class Members; and
12 (d) comply with the Federal Judicial Center's illustrative class action notices.
13 The Court approves, as to form and content, each of the forms of Class Notice
14 (the Long-form Class Notice, Email Notice and Postcard Notice) and the Class
15 Notice Program as described in the Settlement Agreement and in the Declaration
16 of the Settlement Administrator in all respects, and it hereby orders that notice be
17 commenced within thirty (30) days of this order.

18 10. The Court further approves the establishment of a Settlement
19 Website as described in the Settlement Agreement and in the Declaration of the
20 Settlement Administrator. The Settlement Website
21 (www.GigaWattTokenSettlement.com) shall include a copy of the Settlement
22 Agreement and its Exhibits, orders of the Court relating to the Settlement
23 Agreement and any other materials or information the Parties agree to include.
24 The Notice and Claim Administration Expenses are to be paid in accordance with
25 the Settlement Agreement. The Parties are hereby authorized to establish the
26 means necessary to implement the Class Notice. **Exhibit B**

1 11. The Court is aware that Defendants, as described in the Settlement
2 Agreement, will provide all information they can reasonably obtain to the
3 Settlement Administrator for the sole purpose of providing Class Notice directly
4 to the Class Members.

5 **IV. REQUEST FOR EXCLUSION FROM THE CLASS**

6 12. Class Members who wish to opt out of the Class must do so no later
7 than the Opt-Out Date. To opt out, a Class Member must send to the Settlement
8 Administrator a written Request for Exclusion that is received no later than
9 twenty-one (21) days before the date first set for the Final Approval Hearing. A
10 Request for Exclusion may also be electronically submitted at the Settlement
11 Website by the Opt-Out Date. The Request for Exclusion must be personally
12 signed by the Class Member, contain a statement that indicates a desire to be
13 excluded from the Class, indicate the number of Tokens owned on November 19,
14 2018, and identify the wallet in which the Tokens are held.

15 13. Class Members who properly request to be excluded from the Class
16 shall not: (a) be bound by any orders or judgments entered in the Action relating
17 to the Settlement Agreement; (b) be entitled to a Cash Payment or be affected by
18 the Settlement Agreement; (c) gain any rights by virtue of the Settlement
19 Agreement; or (d) be entitled to object to any aspect of the Settlement
20 Agreement.

21 14. Any Class Member who does not properly and timely exclude
22 himself/herself/itself from the Class shall remain a Class Member and shall be
23 bound by all the terms and provisions of the Settlement Agreement and the
24 Settlement and the Final Judgment and Approval Order.

25
26 **Exhibit B**

1 **V. OBJECTIONS**

2 15. Any Class Member who has not requested exclusion and who
3 wishes to object to the fairness, reasonableness, or adequacy of the Settlement
4 Agreement, or to the requested award of attorneys' fees, costs, and expenses, or
5 the requested service awards to the Class Representative, must file the objection
6 with the Court and serve it on Class Counsel and Defendants' Counsel no by the
7 Objection Date which is no later than twenty-one (21) days before the date first
8 set for the Final Approval Hearing.

9 16. Any objection must be in writing and include the following
10 information: (a) a heading which refers to the case name and number (*Dam v.*
11 *Perkins Coie LLP, et al.*, Case No. 2:20-cv-00464-SAB (E.D. Wash.); (b) the
12 objector's name, address, telephone number and, if represented by counsel, the
13 name, address, and telephone number of his/her counsel; (c) a statement that the
14 objector is a Class Member, indicate the number of Tokens owned on November
15 19, 2018, and identify the wallet in which the Tokens were held; (d) a statement
16 whether the objector intends to appear at the Final Approval Hearing, either in
17 person or through counsel; (e) a statement of the objection and the specific
18 grounds supporting the objection; (f) a statement whether the objection applies
19 only to the objector, to a specific subset of the Class, or to the entire Class; (g)
20 copies of any papers, briefs, or other documents upon which the objection is
21 based; and (h) the objector's handwritten, dated signature (the signature of
22 objector's counsel, an electronic signature, and the annotation "/s" or similar
23 annotation will not suffice).

24 17. The Court will require substantial compliance with the requirements
25 above. If the objector does not submit an objection in accordance with the
26 deadline and procedure set forth above, the objector will waive any right to be

1 heard at the Final Approval Hearing. However, the Court may excuse the
2 objector's failure to file a written objection upon a showing of good cause,
3 which, if granted, would permit the objector to still appear at the Final Approval
4 Hearing and object to the settlement.

5 **VI. FINAL APPROVAL HEARING**

6 18. The Final Approval Hearing will be held on [105 days after entry of
7 the Preliminary Approval Order, or as soon thereafter as the Court's schedule
8 permits] at _____ Pacific Time before this Court, at the United States
9 District Court for the Eastern District of Washington, 25 South 3rd Street, Room
10 201 Yakima, WA 98901 to consider, *inter alia*: (a) whether the Class should be
11 certified for settlement purposes; (b) whether the Settlement Agreement should
12 be finally approved as fair, reasonable, and adequate; and (c) Class Counsel's
13 application for attorneys' fees, costs and expenses and a Class Representative
14 service award.

15 19. No later than forty-two (42) days before the Final Approval
16 Hearing, the Parties shall file their opening papers in support of their motion for
17 final approval of the settlement and application for an award of attorneys' fees,
18 costs and expenses and the Class Representative service award. No later than
19 seven (7) days before the Final Approval Hearing, the Parties shall file their reply
20 papers as needed, including as needed to respond to any valid and timely
21 objections.

22 20. Any Class Member who has not excluded himself/herself/itself from
23 the Class may appear at the Final Approval Hearing in person or by their counsel
24 and may be heard, to the extent allowed by the Court, either in support of or in
25 opposition to the Settlement Agreement and/or the fee request. Any Class
26 Member wanting to be heard at the Final Approval Hearing shall **Exhibit B**

1 saying that it is his/her/its “Notice of Intention to Appear in *Dam v. Perkins Coie*
2 *LLP, et al.*” Such a letter shall be filed with the Court, served on Class Counsel
3 and Defendants’ Counsel, and postmarked on or before seven (7) days prior to
4 the date first set for the Final Approval Hearing. In the notice, the Class Member
5 must include his/her/its name, address, and telephone number, and the name,
6 address, and telephone number of counsel, if any, that will appear.

7 21. Any Class Member wanting to speak at the Final Approval Hearing
8 without having followed these procedures, may do so only upon demonstrating
9 good cause to the Court.

10 22. The date and time of the Final Approval Hearing shall be subject to
11 adjournment by the Court without further notice to the Class Members other than
12 that which may be posted at the Court, on the Court’s website, and/or the
13 Settlement Website at www.GigaWattTokenSettlement.com.

14 **VII. OTHER PROVISIONS**

15 23. The Parties are authorized to take all necessary and appropriate
16 steps to establish the means necessary to implement the Settlement Agreement.

17 24. The deadlines set forth in this order, including, but not limited to,
18 adjourning the Final Approval Hearing, may be extended by order of the Court,
19 for good cause shown, without further notice to the Class Members – except that
20 notice of any such extensions shall be included on the Settlement Website,
21 www.GigaWattTokenSettlement.com. Class Members are advised to check the
22 Settlement Website regularly for updates and further details regarding extensions
23 of these deadlines.

24 25. Class Counsel and Defendants’ Counsel are hereby authorized to
25 use all reasonable procedures in connection with approval and administration of
26 the Settlement Agreement that are not materially inconsistent with ~~Exhibit B~~ or

1 the Settlement Agreement, including making, without further approval of the
2 Court, minor changes to the Settlement Agreement, to the form or content of the
3 Class Notice or to any other exhibits that the parties jointly agree are reasonable
4 or necessary.

5 26. This Court shall maintain continuing jurisdiction over these
6 settlement proceedings to assure the effectuation thereof for the benefit of the
7 Class.

8 **IT IS SO ORDERED.**

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HONORABLE STANLEY A. BASTIAN
UNITED STATES DISTRICT JUDGE
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Exhibit B

Giga Watt Token Settlement
c/o Epiq
P.O. Box XXXX
Portland, OR 97208-3770
U.S & Canada Toll-Free Number: XXXX
International Number: XXXX
Email: info@GigaWattTokenSettlement.com
Website: www.GigaWattTokenSettlement.com

CLAIM FORM

PART I – GENERAL INSTRUCTIONS

1. To be eligible to receive a share of the net fund in the Giga Watt Token settlement, you must either (a) mail a completed and signed claim form to the above address via U.S. mail, postmarked on or before [date], or (b) complete and submit the claim form through the settlement website, www.gigawatttokensettlement.com, on or before [date].
2. Complete this claim form only if you owned Tokens as of November __, 2018. Any Tokens you sold prior to November __, 2018, or acquired after November __, 2018, are not covered by this settlement.
3. Separate claim forms should be submitted for each separate legal entity. Conversely, a single claim form should be submitted on behalf of one legal entity no matter how many separate accounts or transactions that entity has.
4. Agents, executors, administrators, guardians, and trustees must complete and sign the claim form on behalf of persons represented by them.
5. Your claim is not deemed submitted until you receive an acknowledgement email. The settlement administrator will acknowledge receipt of your claim form by email, within __ days. If you do not receive an acknowledgement email within __ days, please call the settlement administrator at the numbers listed on the top of this form.
6. If you have questions concerning the claim form or need additional copies of the Claim Form or the Notice, you may contact the Settlement Administrator, Epiq. The contact information is above.

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The settlement administrator will use this information for all communications regarding this claim form. If this information changes, you must notify the settlement administrator in writing at the address above.

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STEP 3.
PROVIDE INFORMATION ON THE DATE YOU SOLD OR TRANSFERRED THE TOKENS.

Date (MMDDYY)	Number of Tokens Purchased	Blockchain Hosting the Transaction (BTC, ETH, other)	Total Consideration Received for Token

STEP 4.
PROVIDE DOCUMENTATION SUFFICIENT TO SHOW THAT YOU OWNED THE NUMBER OF TOKENS IDENTIFIED IN STEP 1 AS OF NOVEMBER 19, 2018.

Wallet Address from Which Crypto Was Sold or Transferred From

IF YOU NEED ADDITIONAL SPACE FOR THE INFORMATION REQUESTED, ATTACH EXTRA PAGES IN THE SAME FORMAT. PRINT THE OWNER'S FULL NAME ON EACH ADDITIONAL PAGE.